EXHIBIT A

**Asset Purchase Agreement** 

EXHIBIT 10

#### ASSET PURCHASE AGREEMENT

dated as of November [ ], 2024

among

WAR IS OVER LLC, as Purchaser

and

FREE SPEECH SYSTEMS, LLC AND CHRISTOPHER R. MURRAY, SOLELY AS CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY ESTATE OF ALEXANDER E. JONES, as Seller

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#### **Asset Purchase Agreement**

This Asset Purchase Agreement (this "Agreement") dated as of November [ ], 2024, is by and between War Is Over LLC, an Illinois Limited Liability Company (the "Purchaser"), and Christopher R. Murray, solely in his capacity as Chapter 7 Trustee of the Bankruptcy Estate of Alexander E. Jones (the "Trustee") and Free Speech Systems LLC, a Texas limited liability company ("FSS" and together with the Trustee, "Seller"). Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to them in Article X.

WHEREAS, a voluntary case for reorganization of the estate of FSS under the Bankruptcy Code was filed in the Bankruptcy Court on July 29, 2022, styled *In re Free Speech Systems, LLC*, Case No. 22-60043, which case was later dismissed by order of the Bankruptcy Court [Case No. 22-60043, Docket No. 956] (the "*Dismissal Order*") on June 21, 2024;

WHEREAS, a voluntary case for the reorganization of the estate of Alexander E. Jones ("Jones") was commenced under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") on December 2, 2022(the "Petition Date"), styled In re Alexander E. Jones, Case No. 22-33553, which case was later converted into a case under chapter 7 of the Bankruptcy Code (the "Bankruptcy Case") on June 14, 2024;

WHEREAS, by appointment of the United States Trustee dated June 14, 2024, Christopher Murray was appointed as Chapter 7 Trustee for the bankruptcy estate of Jones;

WHEREAS, on September 25, 2024, the Bankruptcy Court entered its Order Authorizing the Winddown of FSS [Case No. 22-33553, Docket No. 859], which authorized, amongst other things, the Seller to sell FSS's assets free and clear of liens, claims, charges, encumbrances and interests pursuant to 11 U.S.C. § 363(b) and (f) in one or more asset sales (the "Winddown Order");

WHEREAS, on September 25, 2024, the Bankruptcy Court entered its Order Supplementing Order Dismissing Case [Case No. 22-60043, Docket No. 1021], which deemed all property of the FSS bankruptcy estate to have vested in the Jones bankruptcy estate and under control of the Trustee as of the date of entry of the Dismissal Order;

WHEREAS, this Agreement is entered pursuant to the Winddown Order;

WHEREAS, pursuant to the Winddown Order, and upon the terms and conditions set forth in this Agreement and upon entry of the Sale Order, and as authorized under Sections 105, 363, and 365 of the Bankruptcy Code, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Purchased Assets, and in connection with the purchase of the Purchased Assets, Purchaser has agreed to assume certain liabilities of the Seller as set forth in Section 1.2, upon the terms and subject to the conditions set forth herein; and

Now, Therefore, in reliance upon and in consideration of the representations, warranties and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I. PURCHASE AND SALE OF ASSETS

#### 1.1 Purchase and Sale of Purchased Assets.

- (a) <u>Purchase and Sale.</u> Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth herein, in the Sale Order, and in the Winddown Order, at the Closing the Seller shall sell, convey, transfer, assign, grant and deliver to Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances), and Purchaser shall purchase, acquire and accept delivery from the Seller on the Closing Date, all right, title and interest of the Seller in and to all of the assets, rights and entitlements of the Seller, whether tangible or intangible, real or personal, of every kind and nature as described in the November 4, 2024 Offering Memorandum (other than the Excluded Assets) (collectively, the "*Purchased Assets*"), including, without limitation, the following:
- (i) all Intellectual Property listed on <u>Schedule 1.1(a)(i)</u>; (y) all versions thereof, design files, data rights and documentation; and (z) all rights of Seller with respect to the foregoing, remedies against past, present and future infringement, misappropriation or other unauthorized use thereof and rights to protection of interests therein under the applicable Laws of all jurisdictions (collectively, the "Assigned Intellectual Property");
- (ii) all production equipment and other tangible property of any kind or nature related to the maintenance, use, or preservation of the Assigned Intellectual Property (and interests in any of the foregoing) that are owned by the Seller on the Closing Date, other than Assigned Inventory, as listed on <u>Schedule 1.1(a)(ii)</u> (collectively, the "Assigned Personal Property");
- (iii) all items of inventory pertaining to the operation of the business of Seller that are not sold prior to the Closing Date, as listed on <u>Schedule 1.1(a)(iii)</u> (collectively, the "Assigned Inventory");
- (iv) to the extent transferable by Seller, all Licenses relating to the Purchased Assets.
- (b) <u>Excluded Assets</u>. Other than the Purchased Assets, Purchaser expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets, properties, rights or interests of Seller, and all such other assets, properties, rights and interests are expressly excluded from the Purchased Assets (the "*Excluded Assets*") and nothing herein shall be deemed to sell, transfer, assign or convey any of the Excluded Assets to either of the Purchaser. Excluded Assets include the following assets, properties, rights and interests of Seller:
- (v) the articles of incorporation, minute books, stock books and other corporate records of Seller having primarily to do with the corporate organization and capitalization of Seller;
- (vi) all cash and cash equivalents, bank accounts, investments, securities and certificates of deposit;

- (vii) all rights of Seller under this Agreement, the Purchase Price hereunder, any agreement, certificate, instrument or other document executed and delivered by Seller or Purchaser in connection with the transactions contemplated hereby, or any side agreement between Seller and Purchaser entered into on or after the date of this Agreement;
- (viii) the books and records and other written and electronic materials related thereto of the Seller;
- (ix) personally identifiable information of the Seller's employees and independent contractors, including personnel records, personal data stored on the Seller's computers or other electronic devices, and historical email content the historic emails of the Seller's employees and independent contractors;
- (x) all physical assets located in Building 2 on the Business Property as of the Closing Date other than the Assigned Personal Property;
  - (xi) all vehicles;
- (xii) any assets transferred or otherwise disposed of by Seller pursuant to an order of the Bankruptcy Court prior to the Closing or not in violation of this Agreement;
- (xiii) all rights, claims, refunds, loss carry forwards, abatements, variances, allocations, claims for relief, audit rights, rights of set-off, rights of indemnity, contribution or recoupment, interests and causes of action (including any commercial tort claims and all guarantees, indemnities, warranties and similar rights), and defenses;
- (xiv) all rights, claims or causes of action by or in the right of Seller against any current or former director or officer of the Seller; and
  - (xv) all excluded domain names listed on Schedule 1.1(b)(xi);
- (xvi) any claims, rights, or actions under Chapter 5 of the Bankruptcy Code.

#### 1.2 Assumption of Liabilities.

(a) <u>Excluded Liabilities</u>. Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever, *provided however* that the Purchaser shall assume all Liabilities that relate to, arise from or are in connection with the operation or ownership of the Purchased Assets from and after Closing, subject in all respects to the Sale Order.

#### 1.3 <u>Consideration for Purchased Assets.</u>

(a) <u>Consideration</u>. The aggregate purchase price shall be \$1,750,000.00 in cash plus the Distributable Proceeds Waiver (the "*Purchase Price*"). The Purchase Price is inclusive of the amount of the Deposit. At the Closing, the Purchase Price, less the amount of the Deposit, shall be paid by Purchaser, or an Affiliate of the Purchaser, to Seller by wire transfer of immediately

available funds to the bank account designated by Seller (the "Cash Payment"), and the Connecticut Families will have executed and delivered to the Trustee all necessary documentation in furtherance of the Distributable Proceeds Waiver.

- (b) <u>Deposit</u>. Global Tetrahedron, LLC on behalf of the Purchaser, has deposited with \$100,000.00, counsel to Seller, as a good faith deposit (the "*Deposit*") the sum of approximately 5.71% of the cash portion of the Purchase Price. If the transactions hereunder are consummated, the Deposit will be applied against the Purchase Price in the manner provided in Section 1.3(a). If the transactions hereunder are not consummated as result of a termination under section 8.1(d), the Deposit shall be forfeited to, and be retained irrevocably by, the Trustee in accordance with the Winddown Order; for the avoidance of doubt, if the transactions hereunder are not consummated as a result of a termination under sections 8.1(a), (b) by the Seller, (c), or (e), the Deposit shall be promptly returned to the Purchaser.
- (c) <u>Allocation of Purchase Price</u>. Purchaser allocates the Purchase Price among the Purchased Assets as set forth on <u>Schedule 1.3(c)</u>, which <u>Schedule 1.3(c)</u> shall be prepared by Purchaser. Purchaser and Seller shall further cooperate in determining (in accordance with all applicable Treasury Regulations promulgated under Section 1060 of the Internal Revenue Code) the allocation of the final Purchase Price among the Purchased Assets.

## ARTICLE II. THE CLOSING

- Time and Place; Effective Time. The consummation of the transactions 2.1 contemplated hereby shall take place at a closing (the "Closing") to be held remotely via the exchange of documents and signatures at 10:00 a.m. Central Time on the first (1st) Business Day following the satisfaction and fulfillment or waiver of the conditions set forth in Article VI (other than conditions to be satisfied simultaneously at the Closing), which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the "Closing Date"). The sale, transfer, assignment, conveyance and delivery of the Purchased Assets described in this Agreement will be effective as of the Effective Time; provided, however, that Purchaser shall have ten (10) days from the Closing Date to conduct an inventory of the Purchased Assets and notify Seller in writing and with specificity of any material dispute (a "Dispute Notice") regarding the Purchased Assets (the "Reconciliation Period"). If any such dispute cannot be mutually resolved by the Seller and Purchaser and/or requires an adjustment to the Purchase Price, either party may file a motion with the Bankruptcy Court seeking judicial assistance to resolve such dispute. For the avoidance of doubt, Seller shall hold all funds received from the Purchaser in escrow until such time that the Reconciliation Period has passed without a Dispute Notice being served, and if a Dispute Notice has been served, such funds shall be held in escrow pending mutual written agreement with respect to distribution of such funds or a final Court order directing distribution of such funds...
- 2.2 <u>Closing Deliveries of Seller</u>. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following instruments, certificates and other documents in order to consummate the transactions contemplated hereby, including the transfer of the Purchased Assets to Purchaser pursuant to Section 1.1:

#### (a) <u>Instruments of Transfer and Assignment.</u>

- (i) a Bill of Sale, substantially in the form attached hereto as <u>Exhibit A</u>, duly executed by the Trustee on behalf of the Seller (the "*Bill of Sale*");
- (ii) an Assignment of Intellectual Property, substantially in the form attached hereto as <u>Exhibit B</u>, duly executed by the Trustee on behalf of the Seller (the "Assignment of Intellectual Property");
- (iii) evidence that the Bankruptcy Court has entered the Sale Order, which shall be a final order and which shall be in all respects consistent with the terms of this Agreement and otherwise satisfactory to Purchaser and the Connecticut Families;
- (iv) such other bills of sale, deeds, endorsements, assignments and other goods and sufficient instruments of conveyance and transfer as may reasonably be necessary to vest in Purchaser all the right, title and interest of Seller in, to or under any or all of the Purchased Assets; and
- (v) such other documents reasonably necessary for the Connecticut Families to assign to the Trustee the Distributable Proceeds Waiver Amount in accordance with the Sale Order.
- 2.3 <u>Closing Deliveries of Purchaser</u>. At the Closing, Purchaser shall make the payment and deliver to Seller the following instruments, certificates and other documents in order to pay for the Purchased Assets :
- (a) <u>Cash Payment</u>. The Cash Payment to the accounts designated in writing by Seller at least two (2) Business Days prior to the Closing Date to be held in escrow subject to the satisfaction and fulfillment or waiver of the conditions set forth in Article VI.
  - (b) Instruments of Assumption.
    - (i) the Bill of Sale, duly executed by Purchaser;
    - (ii) the Assignment of Intellectual Property, duly executed by Purchaser;
- (iii) copies of any transfer Tax forms and returns required to be filed by Purchaser prior to or on the Closing Date in connection with the transactions contemplated hereby;
- (iv) a copy of the resolutions adopted by the Purchaser evidencing its authorization of the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, certified by an officer of Purchaser; and
- (v) such other documents related to the transactions contemplated by this Agreement that the Seller may reasonably request.

# ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, to induce Purchaser to enter into this Agreement and to close hereunder, hereby represents and warrants to Purchaser as follows:

- 3.1 Organization and Authority of Seller; Enforceability. FSS is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by the Bankruptcy Court. Assuming the due authorization, execution and delivery of this Agreement, this Agreement and the documents to be delivered hereunder constitute a legal, valid and binding obligation of the Seller, enforceable against it in accordance with their respective terms.
- 3.2 No Conflicts; Consents and Approvals. Except as required by the Bankruptcy Court, the execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of formation, company agreement or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by Seller from any Person (including any Governmental Authority) in connection with the execution, delivery and performance by Seller of this Agreement, and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby and thereby.
- 3.3 <u>Litigation</u>; <u>Governmental Orders</u>. Except for contested matters and adversary proceedings in the Bankruptcy Court, and *Lafferty v. Jones*, No. UWY-CV18-6046436-S (Conn. Super. Ct. Dec. 22, 2022); *Heslin v. Jones*, Case No. D-1-GN-18-001835, in the 261st District Court of Travis County, Texas; *Lewis v. Jones*, Case No. D-1-GN-18-006623, in the 53rd District Court for Travis County, Texas; *Pozner v. Jones*, Case No. D-1-GN-18-001842, in the 345th District Court of Travis County, Texas; *Fontaine v. Jones*, Case No. D-1-GN-18-001605, in the 459th District Court for Travis County, Texas; as of the date hereof, there are no pending or, to the Knowledge of the Seller threatened Actions by any Person or Governmental Authority against or relating to Seller which relate to the business of Seller or Purchased Assets or to which any of the Purchased Assets are subject.
- 3.4 <u>Purchased Assets</u>. To the best knowledge of the Seller, Seller has good and valid title to all of the Purchased Assets; *provided however* that the foregoing representation shall not apply to the transferability of any social media accounts, the concerns raised by certain parties regarding such transferability being known to both the Seller and the Purchaser.

## ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser, to induce Seller to enter into this transaction and to close hereunder, hereby represents and warrants to Seller as follows:

- 4.1 <u>Organization</u>. Purchaser is duly organized, validly existing and in good standing under the laws of the Illinois.
- 4.2 <u>Authority</u>. Purchaser has all requisite power and authority to enter into and deliver this Agreement to perform its obligations hereunder and thereunder, to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Purchaser. Assuming the due authorization, execution and delivery of this Agreement and subject to the effectiveness of the Winddown Order and the Sale Order, this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.
- 4.3 <u>Consents and Approvals</u>. Except as required by the Bankruptcy Court, the execution, delivery and performance by Purchaser of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Purchaser; and (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Purchaser. No consent, approval, waiver or authorization is required to be obtained by Purchaser from any Person (including any Governmental Authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.
- 4.4 <u>Litigation</u>. There are no pending or, to the knowledge of Purchaser, threatened Actions by any Person or Governmental Authority against or relating to Purchaser (or any Affiliate of Purchaser) or by which Purchaser or its assets or properties are or may be bound which, if adversely determined, would have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement and to consummate on a timely basis the transactions contemplated hereby or thereby.
- 4.5 <u>Brokers</u>. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Purchaser directly with Seller without the intervention of any Person on behalf of Purchaser in such manner as to give rise to any valid claim by any Person against Seller for a finder's fee, brokerage commission or similar payment.
- 4.6 <u>Sufficiency of Funds</u>. Purchaser has sufficient funds, or at and as of the Closing will have sufficient funds, in an aggregate amount necessary to pay the Cash Payment and to consummate all of the other transactions contemplated by this Agreement.

## ARTICLE V. COVENANTS AND AGREEMENTS

5.1 <u>Confidentiality</u>. Except as otherwise explicitly provided in this Agreement, the information obtained by Purchaser, or its officers, employees, agents or representatives, during

the period from the date of this Agreement through the earlier of the Closing or the termination of this Agreement, in connection with the negotiation, execution and performance of this Agreement, the consummation of the transactions contemplated hereby, or otherwise, shall be held in confidence by Purchaser, and Purchaser shall cause its Affiliates and its and their respective directors, officers, employees, consultants, counsel, accountants, and other agents to hold such information in confidence.

- 5.2 Sale Order. Promptly, but no later than five (5) calendar days, following the date that this Agreement has been duly executed and delivered by Purchaser, Seller shall file with the Bankruptcy Court a motion seeking the entry of the Sale Order (the "Sale Motion"). The Sale Motion shall request a waiver of the 14-day stay provided by Fed. R. Bank. P. 6004(h) with respect to the Sale Order. Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court, on an expedited basis, of the Sale Order approving, among other things, the sale of Purchased Assets to Purchaser free and clear of all Encumbrances without successor liability and the Distributable Proceeds Waiver, which shall be in form and substance reasonably acceptable to Purchaser, the Connecticut Families, and the Trustee, including filing any briefing or other documentation in support thereof. The Sale Order shall include, among other things, findings that this Agreement was negotiated, proposed and entered into without collusion, in good faith and from arms-length bargaining positions, and neither the Seller nor the Purchaser engaged in any act or omission that would permit this Agreement to be avoided, or costs or damages to be imposed under section 363(n) of the Bankruptcy Code, and Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Purchaser shall take such actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event that the Sale Order shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect thereto), Seller and Purchaser will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Purchaser shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.
- 5.3 <u>Further Actions</u>. Upon the terms and subject to the conditions set forth in this Agreement and subject to the requirements of the Bankruptcy Code and the Bankruptcy Court, Seller and Purchaser shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable under applicable Laws to consummate the transactions contemplated hereby and satisfy the conditions to its obligations to close the transactions contemplated hereby.
- 5.4 <u>Transaction Costs.</u> Purchaser shall pay all transaction costs and expenses (including any legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby. Seller shall pay all transaction costs and expenses (including legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby.

- 5.5 <u>Tax Matters</u>. Purchaser, on the one hand, and Seller, on the other hand, will (i) provide each other with any assistance that may reasonably be requested by the other in connection with the preparation of any Tax Return, audit or other examination by any taxing authority or judicial or administrative proceedings relating to liability for Taxes, (ii) each retain and provide the other with any records or other information that may be relevant to that Tax Return, audit, examination or proceeding, and (iii) provide each other with any final determination of any such audit, examination or proceeding that affects any amount required to be shown on any Tax Return of the other for any period. Without limiting the generality of the foregoing, Purchaser, on the one hand, and Seller, on the other hand, will retain until the applicable statutes of limitations (including any extensions) have expired copies of all records or information that may be relevant to Tax Returns filed by the other for all Tax periods or portions thereof ending before or including the Closing Date. After the expiration of all applicable statues of limitations, such records and information may be destroyed by either party if such party sends to the other party written notice of its intent to destroy such records and information, specifying with particularity the contents of the records and information to be destroyed. Such records and information may then be destroyed after the 30th day after such notice is given unless the party receiving the notice objects to the destruction, in which case the party that provided the notice will deliver, at the objecting party's expense, such records to the objecting party.
- 5.6 Removal of Purchased Assets or New Lease Arrangement. No later than thirty days after the Closing Date, Purchaser will either (i) have removed all of the Purchased Assets from the physical business premises (the "Business Property") of the Seller or (ii) have entered into an assignment and assumption of the existing lease of the Business Property to the Purchaser or a new lease arrangement covering the Business Property, in either case which includes a release of the Seller's obligations under the existing lease for the Business Property. In addition, no later than thirty days after the Closing Date, Purchaser will be solely responsible for the maintenance of all information technology, systems and accounts, and any software licenses necessary to operate, preserve, access or use any Assigned Intellectual Property; provided, however, that Seller shall maintain all information technology, systems and accounts and shall cooperate with Purchaser to timely transfer control of the foregoing until such time as Purchaser is in full possession and control of the foregoing. In connection with the foregoing, Seller shall provide Purchaser reasonable access to the Business Property upon prior written request to the Trustee to allow Purchaser to remove the Purchased Assets if elected by Purchaser and which access shall not be unreasonably withheld.

# ARTICLE VI. CLOSING CONDITIONS

- 6.1 <u>Conditions to Obligations of Purchaser</u>. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Purchaser in writing:
- (a) all representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any

representation or warranty that is expressly made as of a specified date, which shall be true and correct in all material respects as of such specified date only);

- (b) Seller shall have performed and complied in all material respects with all the covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing;
- (c) there shall be in effect no Law or injunction issued by a court of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the transactions contemplated by this Agreement. There shall not be pending or threatened in writing by any Governmental Authority of competent jurisdiction any proceeding (i) challenging or seeking to restrain, prohibit, alter or materially delay the sale and purchase of the Purchased Assets or any of the other transactions contemplated by this Agreement, or seeking to obtain from Purchaser or any of its Affiliates in connection with the sale and purchase of the Purchased Assets to be acquired by Purchaser any material damages, or (ii) seeking to prohibit Purchaser or any of its Affiliates from effectively controlling or operating any portion of the business of Seller or the Purchased Assets to be acquired by Purchaser;
- (d) no Governmental Order shall be in effect which restrains or enjoins the consummation of the transactions contemplated by this Agreement;
- (e) Seller shall have delivered to Purchaser all of the certificates, instruments and other documents required to be delivered by it at or prior to the Closing pursuant to <u>Section 2.2</u>;
- (f) the Bankruptcy Court shall have entered the Sale Order, which shall be a final order and which shall be in all respects consistent with the terms of this Agreement and otherwise satisfactory to Purchaser and the Connecticut Families, and no order staying, reversing, modifying, or amending the Sale Order shall be in effect; and
- (g) all Assumed and Assigned Contracts shall have been assigned by Seller to Purchaser pursuant to sections 105 and 365 of the Bankruptcy Code.
- 6.2 <u>Conditions to Obligations of Seller</u>. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Seller in writing:
- (a) all representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct in all material respects as of such specified date only);
- (b) Purchaser shall have performed and complied in all material respects with the covenants and agreements required by this Agreement to be performed or complied with at or prior to the Closing;

- (c) there shall be in effect no Law making illegal or otherwise prohibiting or restraining the consummation of the transactions contemplated by this Agreement. There shall not be pending or threatened in writing by any Governmental Authority of competent jurisdiction any proceeding (i) challenging or seeking to restrain, prohibit, alter or materially delay the sale and purchase of the Purchased Assets or any of the other transactions contemplated by this Agreement, or seeking to obtain from Purchaser or any of its Affiliates in connection with the sale and purchase of the Purchased Assets to be acquired by Purchaser any material damages, or (ii) seeking to prohibit Purchaser or any of its Affiliates from effectively controlling or operating any portion of the business of Seller or the Purchased Assets to be acquired by Purchaser;
- (d) Purchaser shall have delivered to Seller the Cash Payment and all of the certificates, instruments and other documents required to be delivered by Purchaser at or prior to the Closing pursuant to Section 2.3.
- 6.3 <u>Non-Survival of Representations and Warranties</u>. None of the representations, warranties, covenants and agreements of Seller contained in this Agreement or other instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and agreements, shall survive the Closing Date.

#### ARTICLE VII. AS IS SALE

THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE III OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PURCHASED ASSETS. ACCORDINGLY, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

#### ARTICLE VIII. TERMINATION

- 8.1 <u>Termination</u>. This Agreement and the transactions contemplated hereby may be terminated and abandoned:
- (a) by either Seller or Purchaser at any time prior to the Closing with the mutual written consent of the other;

- (b) unless the Closing has not occurred as a result of a breach of this Agreement as provided for under section 8.1(d) or 8.1(e) by the party seeking such termination, by either Seller or Purchaser, upon three (3) days written notice of such termination filed with the Bankruptcy Court and served upon the non-terminating party, if the Closing has not occurred on or prior to 5:00 p.m., Houston, Texas time on December 31, 2024 (the "*Termination Date*");
- (c) by either Seller or Purchaser if any Governmental Authority with jurisdiction over such matters shall have issued a final and non-appealable Governmental Order permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement; *provided*, *however*, that neither Seller nor Purchaser may terminate this Agreement pursuant to this <u>Section 8.1(c)</u> unless the party seeking so to terminate this Agreement has used commercially reasonable efforts to oppose any such Governmental Order or to have such Governmental Order vacated or made inapplicable to the transactions contemplated by this Agreement;
- (d) by Seller (provided that neither Seller nor any Affiliate thereof is in material breach of any of the representations, warranties, covenants or other agreements contained herein), but only if Purchaser shall have breached, in any material respect, any representation or warranty or any covenant or other agreement to be performed by it contained herein, and such breach is incapable of being cured or is not cured within three (3) days of receipt of written notice thereof from Seller;
- (e) by Purchaser (provided that neither Purchaser nor any Affiliate thereof is in material breach of any of the representations, warranties, covenants or other agreements contained herein), but only (i) if Seller shall have breached, in any material respect, any representation or warranty or any covenant or other agreement to be performed by it contained herein, and such breach is incapable of being cured or is not cured within three (3) days of receipt of written notice thereof from Purchaser;
- 8.2 <u>Effect of Termination</u>. In the event of a termination of this Agreement under Section 8.1, this Agreement will become void and of no further force or effect, except for the provisions of (a) Section 8.3 relating to the payment of fees and expenses, and (b) this Section 8.2. Notwithstanding any provision of this Agreement or the documents to be delivered hereunder to the contrary, neither the termination of this Agreement, nor anything contained in this Section 8.2, will be deemed to release any party from any liability due to, or prevent the other party from exercising their rights and remedies under this Agreement or any ancillary document with respect to, the breach by any such party of the covenants or agreements of such party in the Agreement or any ancillary document, in each case, prior to the date of such termination *provided however*, that such right to terminate shall be Purchaser's sole and exclusive remedy for any breach by Seller.
- 8.3 <u>Fees and Expenses</u>. Each of the parties hereto will be responsible for and pay its own legal, accounting and other fees and expenses, including, without limitation, reasonable attorneys' and accountants' fees and expenses and the fees and expenses of financial consultants, investment bankers, lenders and other consultants, incurred in connection with the transactions contemplated hereby, including, without limitation, the due diligence review, and the negotiation, preparation and execution of this Agreement, any ancillary agreements and any other instrument or documented contemplated hereby.

#### ARTICLE IX. MISCELLANEOUS

9.1 <u>Notices</u>. All notices, requests, demands, claims and other communications that are required or may be given pursuant to this Agreement must be in writing and delivered personally against written receipt, by reputable international overnight courier, by telecopy or facsimile or by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or to the attention of such other Person or at such other address as any party may provide to the other party by notice in accordance with this Section 9.1):

if to Purchaser, to:

War Is Over, LLC c/o Global Tetrahedron, LLC Attn: Paula Brillson, Esq.

[•]

[•]

Email: pbrillson@theonion.com

With copies (which will not constitute notice hereunder) to:

Seward & Kissel LLP
Attn: John R. Ashmead, Esq.
Andrew J. Matott, Esq.
One Battery Park Plaza
New York, NY 10004
Email: ashmead@sewkis.com
matott@sewkis.com

if to the Seller, to:

Christopher R. Murray, Chapter 7 Trustee 602 Sawyer Street, Suite 400 Houston, Texas 77007 Email: chris@jonesmurray.com

With copies (which will not constitute notice hereunder) to:

Joshua W. Wolfshohl Porter Hedges LLP 1000 Main St., 36th Floor Houston, Texas 77002 Email: jwolfshohl@porterhedges.com

and

Erin E. Jones Jones Murray LLP 602 Sawyer Street, Suite 400 Houston, Texas 77007 Email: erin@jonesmurray.com

Any such notice or other communication will be deemed to have been given (i) if personally delivered, when so delivered, against written receipt, or (ii) if sent by reputable international overnight courier, when so delivered with delivery confirmed by the courier service.

- 9.2 Amendments and Waiver; Exclusive Remedies. This Agreement may not be modified or amended except in writing signed by the party or parties against whom enforcement is sought. The terms of this Agreement may be waived only by a written instrument signed by the party or parties waiving compliance. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise provided. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Agreement. The rights and remedies herein provided shall be the exclusive rights and remedies available to the parties hereto at law or in equity.
- 9.3 <u>Entire Agreement</u>. This Agreement and the related documents contained as Exhibits and Schedules hereto or expressly contemplated hereby contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. The Exhibits and Schedules to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes.
- 9.4 <u>Third Party Beneficiaries</u>. This Agreement is made for the sole benefit of the parties hereto and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement (except to the extent that any Affiliates of Seller is expressly covered by an indemnity herein).
- 9.5 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the substantive Laws of the State of Texas, without giving effect to any choice of law or conflicts of Law provision or rule that would cause the application of the Laws of a jurisdiction other than Texas. Each party irrevocably consents to the service of any and all process in any action or proceeding arising out of or relating to this Agreement by the mailing of copies of such process to each party at its address specified in Section 9.1. Until the settlement of the case of Seller before the Bankruptcy Court, the parties hereto irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over

the Bankruptcy Court) over any dispute arising out of or relating to this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith or any of the transactions contemplated hereby or thereby. Each party hereby irrevocably agrees that all claims in respect of such dispute or proceedings may be heard and determined in such court. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum in connection therewith. The prevailing party shall be entitled to recoup legal fees and costs (including, without limitation, the award of interim attorneys' fees and expenses on a claim-by-claim or partial basis) incurred by the prevailing party.

- 9.6 Neutral Construction. The parties hereto agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties hereto agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that no provisions of this Agreement should be construed against either party on the grounds that such party drafted or was more responsible for drafting such provision.
- 9.7 <u>Severability</u>. In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction, *provided* that any such reform or construction does not affect the economic or legal substance of the transactions contemplated hereby in a manner adverse to any party.
- 9.8 <u>Extended Meanings</u>. Words importing the singular include the plural and vice versa and words importing gender include all genders, unless the context otherwise requires.
- 9.9 <u>Counterparts; Facsimile Delivery</u>. This Agreement may be executed and delivered in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile, PDF or other electronic file with the same force and effect as if originally executed copies of this Agreement had been delivered by the parties hereto. If this Agreement is executed and delivered in counterparts or by a facsimile, PDF or other electronic file, any party may thereafter require that both parties originally execute and deliver a sufficient number of additional copies of this Agreement so that each party may have two fully executed originals of this Agreement.
- 9.10 <u>Submission to Jurisdiction</u>. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE

EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TEXAS IN EACH CASE LOCATED IN HARRIS COUNTY, STATE OF TEXAS. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND 9.11 AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF CONNECTION AGREEMENTS DELIVERED IN HEREWITH TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.
- 9.12 <u>Further Assurances</u>. In addition to the actions, documents, files, pleadings and instruments specifically required to be taken or delivered by this Agreement, whether on or before or from time to time after the Closing, and without further consideration, each party hereto shall make commercially reasonable efforts to take such other actions, and execute and/or deliver such other documents, data, pleadings, files, information and instruments, as the other party hereto or its counsel may reasonably request in order to effectuate and perfect the transactions contemplated by this Agreement, including without limitation, such actions as may be necessary to transfer to Purchaser and to place Purchaser in possession or control of, all of the rights, properties, assets and businesses intended to be sold, transferred, conveyed, assigned and delivered hereunder, or to assist in the collection of any and all such rights, properties and assets or to enable Purchaser to exercise and enjoy all rights and benefits of Seller with respect thereto.

## ARTICLE X. DEFINITIONS

- 10.1 <u>Certain Definitions</u>. The following terms, when used herein, shall have the respective meanings set forth below:
- "Affiliate" means, with respect to any Person, (i) any other Person directly or indirectly Controlling, Controlled by or under common Control with, such Person, (ii) any other Person that owns or Controls 10% or more of any class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of such Person or any of its Affiliates, (iii) any director, partner, member, officer, manager, agent, employee or relative of such Person, or (iv) any alter ego of such Person.
  - "Agreement" has the meaning set forth in the preamble hereto.
  - "Assigned Intellectual Property" has the meaning set forth in Section 1.1(a)(i).
  - "Assigned Inventory" has the meaning set forth in Section 1.1(a)(iii).
  - "Assigned Licenses" has the meaning set forth in Section 1.1(a)(vi).
  - "Assignment of Intellectual Property" has the meaning set forth in Section 2.2(a)(ii).
  - "Assigned Personal Property" has the meaning set forth in Section 1.1(a)(ii).
  - "Assigned Studies" has the meaning set forth in Section 1.1(a)(v).
  - "Bankruptcy Case" has the meaning set forth in the recitals hereto.
  - "Bankruptcy Code" has the meaning set forth in the recitals hereto.
  - "Bankruptcy Court" has the meaning set forth in the recitals hereto.
  - "Bill of Sale" has the meaning set forth in Section 2.2(a)(ii).
- "Business Day" means any day other than Saturday, Sunday or any day on which banks in Texas are required or authorized to be closed.
  - "Cash Payment" has the meaning set forth in Section 1.3(a).
- "Claims" shall mean all claims, causes of action, choses in action, rights of recovery and rights of set-off of whatever kind or description against any Person arising out of or relating to the Purchased Assets, the business of Seller or relating to Seller.
  - "Closing" has the meaning set forth in Section 2.1.
  - "Closing Date" has the meaning set forth in Section 2.1.

*"Connecticut Families"* means Mark Barden, Jacqueline Barden, Francine Wheeler, David Wheeler, Ian Hockley, Nicole Hockley, Jennifer Hensel, William Aldenberg, William Sherlach, Carlos M. Soto, Donna Soto, Jillian Soto-Marino, Carlee Soto Parisi, Robert Parker, and Erica Ash.

"Contract" means any contract, agreement, indenture, note, bond, instrument, lease, conditional sales contract, mortgage, license, franchise agreement, concession agreement, insurance policy, security interest, guaranty, binding commitment, purchase order or other agreement or arrangement, whether written or oral.

*"Control"* (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Deposit" has the meaning set forth in Section 1.3(a).

"Distributable Proceeds Waiver" means, in accordance with the Sale Order and on the terms set forth herein, the commitment by the Connecticut Families to forgo the Distributable Proceeds Waiver Amount and the assignment of the Distributable Proceeds Waiver Amount to the Trustee for the benefit of all other unsecured creditors of FSS.

"Distributable Proceeds Waiver Amount" means the amount set forth in the Sale Order.

"Effective Time" means 12:01 a.m. Houston, Texas time on the Closing Date.

"Encumbrance" means any lien (statutory or otherwise), claim (as defined in Section 101(5) of the Bankruptcy Code), hypothecation, Liability, security interest, interest, mortgage, pledge, restriction, charge, instrument, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), or similar interests, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest or other right, in favor of a third party or a Seller, to use any portion of the Purchased Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

"Excluded Assets" has the meaning set forth in Section 1.1(b).

"Excluded Liabilities" has the meaning set forth in Section 1.2(b).

"Governmental Authority" means any government or political subdivision thereof, any governmental entity, quasi-governmental entity, administrative agency, department, commission, board, authority, division, agency or instrumentality, and any court, tribunal or judicial body, in each case whether federal, state, county, provincial, municipal, local or foreign.

"Governmental Order" means any Law, judgment, injunction, decree, stipulation or determination issued, promulgated or entered by or with any Governmental Authority of competent jurisdiction.

"Intellectual Property" means all worldwide intellectual property rights, registered or unregistered, including any (i) trademarks, service marks, trade dress, logos, labels, advertising and package design, trade names, corporate names and domain names, the goodwill associated therewith, and any registrations and applications for registration thereof, (ii) copyrights, and any registrations and applications for registration thereof, including copyrights in any Software, (iii) URLs, domain names, and Internet web sites; (iv) trade secrets and confidential business information (whether patentable or unpatentable and whether or not reduced to practice), knowhow, research and development information, Software, drawings, specifications, designs, plans, proposals, technical data, bills of materials, copyrightable works, financial marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (vi) copies and tangible embodiments thereof (in whatever form or medium), (vii) licenses granting rights with respect to any of the foregoing; and (viii) registrations and applications for registration with respect to any of the foregoing.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, any successor statute thereto and the rules and regulations promulgated thereunder.

"Law" means any statute, law (including common law), decree, permit, License, ordinance, order, regulation, rule, code or requirement of any Governmental Authority.

"Licenses" shall mean any of the licenses, permits, certificates, exemptions, registrations, and other authorizations necessary or proper for the use or operation of the Purchased Assets.

"Permitted Encumbrances" means Liens for Taxes, assessments or other similar charges not yet due and payable.

"Person" means any individual, general or limited partnership, firm, corporation, limited liability company, association, trust, unincorporated organization, Governmental Authority or other entity.

"Petition Date" has the meaning set forth in the recitals hereto.

"Purchase Price" has the meaning set forth in Section 1.3(a).

"Purchased Assets" has the meaning set forth in Section 1.1(a).

"Purchaser" has the meaning set forth in the preamble hereto.

**"Sale Order"** means an order of the Bankruptcy Court approving this Agreement and the Distributable Proceeds Waiver pursuant to sections 105, 363, and 365 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to Purchaser, the Connecticut Families and the Trustee.

"Seller" has the meaning set forth in the preamble hereto.

"Software" means computer programs, including any and all software implementations or algorithms, module and methodologies whether in source code, object code or other form, databases and compilations, including any and all data and collections of data, descriptions, flow charts and other work product used to design, plan, organize and develop any of the foregoing and all documentation, including user manuals and training materials related to any of the foregoing, used in the business of Seller or relating to the Intellectual Property.

"Subsidiary" means, with respect to any Person, any corporation, general or limited partnership, limited liability company, joint venture or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries) owns or controls (by contract or otherwise), directly or indirectly, more than 50% of the stock or other equity interests, the holders of which are (a) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (b) generally entitled to share in the profits or capital of such legal entity.

"Tax" means any federal, state, county, provincial, local or foreign income, gross receipts, sales, use, ad valorem, employment, severance, transfer, gains, profits, excise, franchise, property, capital stock, premium, minimum and alternative minimum or other taxes, fees, levies, duties, assessments or charges of any kind or nature whatsoever imposed by any Governmental Authority (whether payable directly or by withholding), together with any interest, penalties (civil or criminal), additions to or additional amounts imposed by, any Governmental Authority with respect thereto.

"Tax Return" means a report, return or other information required to be supplied to a Governmental Authority with respect to any Tax.

"Termination Date" has the meaning set forth in Section 8.1(b).

"Trustee" has the meaning set forth in the recitals hereto.

"Update" has the meaning set forth in Section 5.7.

"Winddown Order" has the meaning set forth in the recitals hereto.

10.2 <u>Interpretation</u>. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders, (ii) references herein to "Articles," "Sections," "subsections" and other subdivisions without reference to a document are to the specified Articles, Sections, subsections and other subdivisions of this Agreement, (iii) a reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule shall also apply to other subdivisions within a Section or subsection, (iv) the words "herein," "hereof," "hereunder," "hereby" and other words of similar import refer to this Agreement as a whole and not to any particular provision, (v) the words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation", (vi) the word "or" shall not be exclusive, (vii) all references to any period of days (other than references to a period of "Business Days") shall be deemed to be to the relevant number of calendar days, and (viii) all references to "\$" shall be deemed to mean U.S. dollars.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PURCHASER:
Name:
Title:
SELLER:
FREE SPEECH SYSTEMS LLC AND CHRISTOPHER R. MURRAY ON BEHALF OF THE BANKRUPTCY ESTATE OF
ALEXANDER E. JONES
Name of the state of the Manager
Name: Christopher Murray Title: Solely in his capacity as Chapter 7 Trustee for the
Bankruptcy Estate of Alexander E. Jones

## EXHIBIT A FORM OF BILL OF SALE

#### **BILL OF SALE**

Purchaser acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

(Signature page follows)

SELLER:
FREE SPEECH SYSTEMS LLC AND CHRISTOPHER R. MURRAY ON BEHALF OF THE BANKRUPTCY ESTATE OF ALEXANDER E. JONES
By:
- Name: <u>Christopher Murray</u>
Title: Solely in his capacity as <u>Chapter</u> 7 Trustee for the Bankruptcy Estate of Alexander E. Jones
PURCHASER:
WAR IS OVER, LLC
WAR IS OVER, LLC
WAR IS OVER, LLC

#### EXHIBIT B

#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Agreement"), is entered into as of \_\_\_\_\_\_\_, by Free Speech Systems LLC, a Texas limited liability company ("FSS"), and Christopher R. Murray, as Chapter 7 Trustee of the Bankruptcy Estate of Alexander E. Jones (together with FSS, the "Assignor"), and War is Over LLC, an Illinois Limited Liability company (the "Assignee"), pursuant that certain Asset Purchase Agreement, by and between the Assignor and the Assignee, dated \_\_\_\_\_\_ (the "Purchase Agreement"). The Assignor and the Assignee are each referred to individually as "Party," and collectively as "Parties."

The Assignor and the Assignee desire to ensure that the Assignee is the sole owner of all right, title and interest in, to and under all Assigned Intellectual Property (as defined in the Purchase Agreement).

In consideration of the mutual promises contained in this Agreement and the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Agreement but not defined herein have the meaning given to them in the Purchase Agreement.
- 2. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of such Assignor's worldwide rights, title and interest and benefit in and to the Assigned Intellectual Property owned by such Assignor and related to or associated with the business of the Assignor, including without limitation all common law rights for which no applications of or registrations exist, all applications to register any of the Assigned Intellectual Property Rights, and all registrations that have been or may be granted for any of the Assigned Intellectual Property Rights set forth on Schedule 1 to this Agreement, together with all rights of action, both at law and in equity with respect thereto, including without limitation all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of such Assigned Intellectual Property, including without limitation the goodwill of the businesses connected to the use of any of such Assigned Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.
- 3. <u>Warranties</u>. Each Party represents, warrants, and covenants to the other Party that: (i) such Party has the full power, authority and legal right to enter into and perform this Agreement; and (ii) this Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 4. <u>Recordation</u>. The Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Authority (as defined in the

Purchase Agreement), to record the Assignee as owner of the Assigned Intellectual Property and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

5. <u>Cooperation</u>. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Assigned Intellectual Property) known to it with respect to the Assigned Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for such Assigned Intellectual Property and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of its obligations set forth in this Agreement.

#### 6. Further Assurances.

- a. Assignor hereby agrees to execute and deliver such other documents and to take all such other actions (at Assignee's cost) which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.
- b. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-of-record, coupled with an interest and with full power of substitution, to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor, including the power to insert on this Assignment any further identifying information describing the parties or the marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.
- 7. <u>Future Use of the Assigned Intellectual Property</u>. After the Effective Date, Assignor agrees to make no further use of the Assigned Intellectual Property or use any domain names, social media handles or any marks confusingly similar thereto, anywhere in the world, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Assigned Trademarks. Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of the Assigned Intellectual Property.
- 8. <u>No Waiver</u>. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

- 9. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 10. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 11. <u>Governing Law.</u> This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).
- 12. <u>Entire Agreement; Modification</u>. This Agreement and the Purchase Agreement constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and fully supersedes any prior verbal or written understandings, communications, or representations between the parties. This Agreement will not be modified except by a subsequently dated written amendment signed by a duly authorized representative of each party.
- 13. <u>Severability</u>. If any provision of this Agreement is held to be illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(Signature page follows)

IN WITNESS WHEREOF, the Assignors and the Assignee have executed this Agreement as of the day and year first above written.

ASSIGNOR:	
FREE SPEECH SYSTEMS LLC AND CHRISTOPHE MURRAY ON BEHALF OF THE BANKRUPTCY ESTALEXANDER E. JONES	
Name: Christoper Murray Title: Solely in his capacity as Chapter 7 Trus Bankruptcy Estate of Alexander E. Jones	tee for the
ASSIGNEE:	
WAR IS OVER LLC	
Name: Title:	

### **SCHEDULE 1.1**

Offering Memorandum

## Offering Memorandum

Intellectual Property Production Equipment

Chapter 7 Bankruptcy, Case No. 22-33553

# FREE SPEECH SYSTEMS INFOMARS

## SEALED BID OFFERING

October 11, 2024

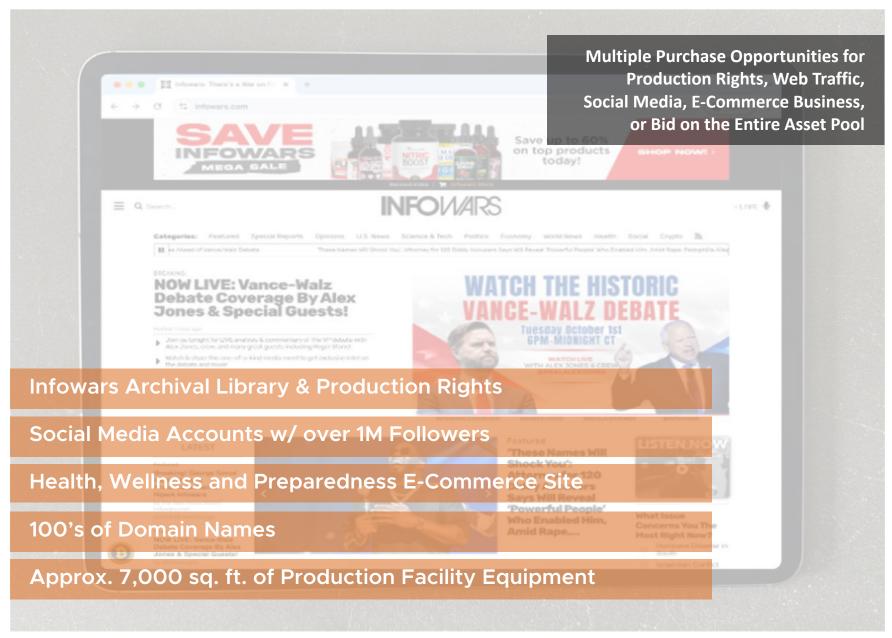
STRATEGIC CREATIVE COLLABORATIVE

Sales Agent, on behalf of Trustee, makes every effort to provide accurate information; however in no way is accuracy of the information provided guaranteed. Prospective Buyer shall bear full responsibility and burden for due diligence regarding the Assets offered for sale and to confirm the accuracy of any provided information. Prospective Buyers are recommended to inspect all Assets and perform their own due diligence. Any decision to purchase or not to purchase is the Prospective Buyer's sole and independent decision and at Prospective Buyer's sole risk. No recourse or cause of action will lie against Trustee or Sales Agent should purchaser become dissatisfied with its decision at a later date. No broker or co-broker commissions shall be paid by Trustee or Sales Agent.









## **Important Notes**



This packaging and offering is intended for parties interested in either i) a purchase of one or more of the intellectual property lots offered individually, or ii) a purchase of Intellectual property along with a subset of production equipment. A separate piecemeal auction of the production facility assets (if not sold thru this offering) and other personal property (i.e. vehicles, gym equipment, etc.), is scheduled to take place on December 10. For more information go to 360Bid.sale.

Also note that any party bidding on intellectual property and production equipment assets with the interest and intention of continuing operations of the Infowars operation from its current facility must make necessary arrangements with the facility landlord. Bids submitted shall assume that the bidder does not require use of the facility, or has made necessary arrangements for future occupancy, and shall therefore not be contingent upon such arrangements.

This document is subject to updates, revisions and corrections.

# **Offering Summary**



ASSETS	Lot 1 - Infowars Production Production Rights & Materials Domain Names Social Media Accounts Podcast Sites Newsletter Subscribers Production Equipment (Optional)  Lot 2 - Infowars Store Product Trademarks Domain Names E-Commerce Platform Product Vendor Contacts Associated Customer Lists  Lots 3 100's of Domain Names (not otherwise included with Lots 1 & 2)	Page 5
TURNKEY OPPORTUNITY	This is an asset sale of various lots of intellectual property, which may be bid upon individually or in various combinations. Should a bidder be interested in continuing to operate the Infowars business from where it currently operates, this bid package provides an option to include production specific equipment in the bid. However, please note that any arrangements to continue occupancy at the production facility must be arranged by buyer prior to its bid, as all bids are considered irrevocable and without contingency. For more information regarding the following, please go to the data room or contact ThreeSixty.  - Building Management Contact Information  - Management Team Interview	Page 8
PRODUCTION EQUIPMENT	The production equipment necessary to continue operations on-site is located in approximately 7,000 sq ft of office space at the Infowars facilities. In the event a bidder is interested in negotiating lease terms and remaining on-site, this equipment may be included in the offer. A list of equipment and photographs can be found in the data room. Equipment only offers will not be entertained through this offering. Equipment remaining after the sealed bid process will be sold at online auction on December 10.	Page 9

## **Offering Summary**



#### BID FORM

1 ANY AND ALL OFFERS MUST BE SUBMITTED USING THE FORM IN THIS PACKAGE AND SHALL BE SUBJECT TO THE TERMS DEFINED HEREIN AND HIGHLIGHTED BELOW;

Page 10

- 2 OFFERS MUST BE RECEIVED BY FRIDAY, NOVEMBER 8, 2024 AT 2 PM CST; HOWEVER, TRUSTEE RESERVES THE RIGHT TO AMMEND DATES AT ITS SOLE DISCRETION:
- 3 BIDS MUST BE ACCOMPANIED BY A 10% DEPOSIT PAYABLE TO THE TRUSTEE ALONG WITH PROOF OF FINANCIAL ABILITY TO CLOSE.

See Bid Form Provided within this Package

**TERMS** 

TERM HIGHLIGHTS

Page 11

- Trustee reserves the right to accept or reject any offer. In the event an offer is accepted, it shall be subject to overbid and US Bankruptcy Court approval. Trustee may evaluate offers against other bulk offers, as well as anticipated revenues from a piecemeal sale of the production assets.
- Buyer is responsible for any costs associated with transfer of ownership:
- In the case of intangible property, right, title and interest in the Assets is being offered, whereby Buyer shall be granted the rights to any of debtor's intellectual property subject to Buyer's own discovery and responsibility for transfer and associated transfer costs;
- The Assets are being sold "As-Is" without warranty or guarantee of title. Neither Trustee nor Auctioneer make any representations or warranties regarding the Assets and all Assets are sold by Trustee and Auctioneer without any corresponding grant of rights or clearance from any third parties. Buyer is responsible to conduct its own due diligence and rely on its own discovery. This Offering Memorandum reflects the Trustee's understanding of the Assets that are part of the Debtor's bankruptcy estate and that the Trustee has authority to sell, provided however that while the Sale Order provides that the Assets may be sold free and clear of all liens, claims, charges, encumbrances and interests, ownership of certain Assets, the authority to sell certain Assets, or the ability of a buyer to take certain Assets may be contested by other parties.;
- Bids shall be in US dollars on a cash basis and shall be irrevocable and non-contingent.
- Deposits and payments are due in the form of wire transfer only;

See Section "Bid Process & Terms" which combined with above and the terms in the Sale Order and any terms included in an applicable asset purchase agreement between the parties represent the complete Terms of Sale. However, if there is a conflict between these terms and the Order, the Order controls.

### **Lot 1 – Infowars Production Assets**



- Production Rights, Archives and Materials
- Trademark
- Infowars
- Domain Names
  - Infowars.com, net, .org
  - Banned.video
  - Over (100) Additional domains pointing to Infowars.com and banned.video (excluding InfowarsStore related domains)
- Social Media Accounts

Including Access Credentials for Accounts for InfoWars, Banned. Video & The War Room on:

- X, Telegram, Gab, Gettr And Others
- Podcast Sites

Including Access Credentials for Accounts for InfoWars, Banned. Video, The War Room, Sunday Night Live, The American Journal, Others on:

- Spreaker, iHeart Radio, Castbox, Deezer, Podcast Addict, Tuneln And Others
- Newsletter Subscribers
  - Sendy Account with approximately 228,000 Active Subscriber
- Historical Revenues
  - Infowars revenue was largely generated through the InfowarsStore based on the show's promotion of the site.
  - In addition, the company did sell some advertising generating approx. 800k 900k per year; this revenue is not based on any transferable contracts and thus represents historical data only, not an indicator or guarantee of future income.
- Production Equipment [Optional] Allocated Value Must be Provided on Bid Form

Equipment List and Photos to be Provided in the Dataroom, and to include only those assets within the Infowars Studio Suites as broadly described below (Office suites, gym and vehicles not to be included in this offering)

\*Information is based on company provided financials; data has not been verified by Auctioneer or Trustee, and provides no guarantee or warranty of future sales.

### Lot 2 - InfowarsStore.com



- Trademarks
- Infowars Life
- (15) Product Trademarks including: Bodease, Survival Shield X-2, The Real Red Pill, DNA Force and others
- Domain Names
  - InfowarsStore.com
  - Over (30) Additional related domain names
- E-Commerce Site (Hosted on Magento.com Platform)\*





• Sales \$22,400,000

• Orders 181,300

• Returning: New Customer Sales \$14.6M: 7.7M

• Customer Transactions 46,000

• 2023

• Sales \$35,000,000

• Orders 283,900

Returning: New Customer Sales \$24.4M: 10.6M

• Customer Transactions 60.000

- Over 400,000 Past and Active Customers and Associated Order History dating back to 2015
- Vendor Lists
- Vendor Contacts, Contracts, and Order History
- Company sells a combination of purchased products and consigned products
- Remaining Inventory Allocated Value Must be Provided on Bid Form

An inventory list will be provided in the dataroom. Bidder must provide an allocation of bid price to the inventory, which will be used as a basis for any adjustments in inventory levels between the bid and closing.

\*Information is based on data from the company's e-commerce site; data has not been verified by Auctioneer or Trustee, and provides no guarantee or warranty of future sales.



### **Lot 3 Domain Names**



The company's remaining domain names – those not related to or pointing to Infowars.com or infowarsstore.com – will be offered as a single lot. The following is a sampling of domains; A full listing domains can be found in the data room.

Approx.. (280) Domains (not designated to another lot) | Approx. 37 pending expiration in October/Early November

- realcoffeeparty.com
- theinfowarrior.com
- dontbegoogle.com
- · theendofus.com
- evilcities.com
- · radioviewer.com
- myprivacyshop.com
- supersurvivalstore.com
- literallyridiculous.com
- memebrew.com
- · memekitchin.com
- nextnewsmedia.com
- postnewsera.com
- action7.news
- newsguardwatch.org
- summitnews.store
- endgamefilm.com
- whatisendgame.com
- prisonplanet.tv
- prisonplanetnews.org
- conspiracyfact.info

# **Turnkey Opportunity**



A purchase of all available Lots including Production Equipment, and along with a building lease and retention of key facility personnel may provide for a quick turnkey purchase opportunity of Infowars. The following information is provided to assist a Buyer to facilitate a turnkey purchase; however, cannot be deemed as contingencies for a sale of the Assets.

#### **FACILITY LEASE**

Infowars occupies production offices and studios in Austin, Texas. Buyer must secure its arrangement with the building sufficient to submit a non-contingent bid on the Assets. Arrangements for building access must be negotiated between bidder and the building management. Building Management contact information can be provided upon request.

#### **MANAGEMENT TEAM**

Interviews with company management may be arranged by ThreeSixty upon request and Trustee approval. Please contact us to coordinate such introductions.

## **Production Equipment**



The Infowars facilities currently occupy two distinct sections of the same building. As noted above, any party interested in maintaining operations at the site must make separate and non-contingent arrangements for future access with the property managers. For purpose of this offering, only the equipment located in the portion of the building used for the Production is being made available for purchase along with a bid on Lot 1. No bids are being considered for production equipment separate from a bid on Lot 1. The following is a sampling of images from the production facility. Additional photos and a listing of equipment is located in the data room.

























# Bid Form | Bid Deadline: November 8, 2024 @ 2 pm CST



Buyer Name			Buy	er Company	У		
Phone 1				Phone 2	2		
Address				City	y		
State/Zip				Emai	il		
Partner *							
*Any party with a vested interest in the purchase mu	st be disclos	ed					
LOT		Group ('x')	LOT BID		Intellectual Property Allocation	Equipment/Inventory Allocation	
Lot 1 Production   Note Equipment Allocation if Ap	pplicable		\$		\$	\$	
Lot 2 E-Commerce   Note Inventory Allocation if A	pplicable		\$		\$	\$	
Lot 3 Domains   Approximately 280 Domains			\$				
If your bid for any lots are contingent upon othe	r lots, please	e indicate v	which lots are to	be grouped tog	gether by placing an 'x' in the	Group column above.	
*Trustee reserves the right to accept or reject any non-	-conforming	bid.					
Please Email Bids to the Following Parties (if y							
jen@300assetauvisors.com, ktoney@tranzon.com, euc	arriii@trarizor	i.com, jwo	IISHOHI@porterne	ages.com, mae	earman@porterneuges.com,	erin.jones@jonesmurray.com	
I hereby submit my bid for the Packages above in terms and conditions of this bid package.	n accordanc	ce with th	е	10% Depo	sit Amount Submitted	\$	
				Form of P	ayment Accepted	Wire Transfer Only	
<							
Name:				Auctionee	er Use Only:		
Title:				Received	Date		
Date:				Received By			

## **Bid Process & Terms**



The following terms are subject in all respects to the Order Granting Trustee's Motion for Entry of an Order Authorizing the Winddown of Free Speech Systems, LLC [Case No. 22-33553 (CML), Bankr. S.D. Tex., Docket No. 859] (the "Order"). If there is a conflict between these terms and the Order, the Order controls.

- 1. Sealed Bid Sale. All Property is being offered through a sale process referred to herein as a sealed bid offering ("Sealed Bid"), wherein interested parties ("Recipient", "Buyer", "Bidder") are being asked to submit offers to the Sales Agent ("Sales Agent", "Auctioneer") for the right, title and interest in certain intellectual, intangible and/or personal property ("Assets") for consideration by the Seller ("Seller", "Trustee", "Estate"). The Trustee reserves the right to accept or reject bids, evaluate offers compared to other offers received and/or projected revenues from a piecemeal auction, and open up the Sealed Bid for live bidding between competitive bidders ("Auction"). The Sealed Bid and any subsequent auction shall be referred to as the Bid Process as is further defined herein, and all bids submitted to Sales Agent are subject to the terms and conditions specified below.
- 2. Bid Deadline. All bids must be submitted to Sales Agent on or before 2:00 p.m. CST, Friday, November 8, 2024 ("Bid Deadline"). Bids received after the Bid Deadline may not be considered, as determined in Trustee's sole discretion. This deadline does not in any way limit the Trustee's right to extend the deadline.
- 3. Required Bid Information. All bids submitted to Sales Agent must include the following:
  - i. Properly completed and signed Bid Submittal Form in adherence to the terms and instructions
  - ii. Receipt of a 10% deposit (the "Deposit") in the form and amount as defined below
  - iii. Proof of financial capacity to close in a form deemed acceptable by Trustee
- 4. Deposits. All bids must be accompanied by a deposit of ten percent (10%) of bidder's total bid. Deposits must be submitted to the Trustee in the form of a wire transfer. After the conclusion of the Sealed Bid or Auction, as applicable, the deposits of the high bidder ("High Bidder") and next highest bidder ("Back-up Bidder"), for each lot, will be held by Trustee until the closing of the Sale transaction. If Trustee closes with the High Bidder, the High Bidder's deposit will be credited towards the final purchase price. If the High Bidder does not close, it forfeits its deposit and the Trustee will close with the Back-up Bidder and its deposit will be credited towards the purchase price. If Trustee closes with the High Bidder, the Trustee will return the full deposit to the Back-up Bidder within five (5) business days. The deposits of any and all other bidders at the Auction or any party whose bid has been rejected will be returned in full within five (5) business days after rejection or otherwise the completion of the Bid Process.
- 5. Due Diligence. All prospective Bidders are responsible to perform their own due diligence prior to submitting their bid. For additional information, interested Bidders may contact Jeff Tanenbaum at jeff@360assetadvisors.com, or by calling +1-720-704-5421.
- 6. Notice. Bidders may be advised by notice(s) of additions, deletions or alterations in any document forming a part of the Sealed Bid Package any time prior to the Bid Deadline. Such revised documents will be available to prospective Bidders.
- 7. Submission of Bid. Except as otherwise permitted by this Sealed Bid Package, all bids submitted must be unconditional and without alteration to the Bid Form. Any bid conditioned upon any change in any of the documents provided in the Sealed Bid Package, either by way of addition or deletion, may be summarily rejected by Trustee, in its sole discretion. All Bidders must complete, execute and return to Sales Agent the Bid Submittal Form, executed by the Bidder together with the required Deposit before any bids will be considered.
- 8. Bids Are Irrevocable. By submitting a bid, the Bidder is making an irrevocable offer to purchase the Assets bid upon. The Bidder acknowledges and agrees that by submission of its bid, it is accepting the terms and conditions set forth in these Instructions. Upon submission of a bid, the offers contained therein are irrevocable.

### Bid Process & Terms | Cont'd



- 9. Notification. Sales Agent and Trustee will review all bids received by the Bid Deadline. If Sales Agent and Trustee determine that one or more qualified bids are competitive in nature ("Qualified Bid(s)"), the Sales Agent and Trustee reserve the right to convert the Sealed Bid to an Auction between Qualified Bidders. Qualified Bidders will be notified within 72 hours of the Sealed Bid deadline. If Sales Agent and Trustee determine that no Auction will be held, the Sales Agent and Trustee will determine whether or not any Qualified Bids will be accepted or rejected.
- 10. Auction. If an Auction is held, it will take place on November 13, 2024 at 10:30am CT (unless announced otherwise). Only Qualified Bidders and advisors will be allowed to participate in the Auction. The highest bid or bid combination, as determined by Sales Agent and Trustee, will be the lead bid at the Auction. The Auction will open at the highest bid amount. Qualified Bidders will be allowed to overbid in minimum bid increments as determined by Sale Agent at the time of Sale. Sales Agent shall moderate the auction process, which allows the opportunity for it to present any and all competitive bid options, which may include lot combinations, as well as the cash equivalent of anticipated sales from a piecemeal auction the Production Equipment lot. The Auction will conclude once the highest bid and next highest bid have been awarded, rejected or held subject to further consideration.
- 11. Bankruptcy Court Approval. If one or more bids are awarded by the Trustee, whether before or as a result of an Auction, the Trustee is authorized to proceed to close the Sale, and the Sale is not subject to further approval by the Bankruptcy Court. The Trustee must, however, file a notice of successful bidder(s) with the Court following the award of bid(s). Be advised there is some risk that the Sale may nevertheless be subject unforeseen objections by interested parties
- 12. Closing and Final Payment. Bidder will be responsible for payment in full to the Trustee within five (5) business days of bid award or at such later date as may mutually be agreed by the Trustee and the respective winning bidder(s) ("Closing Date"). Sales Agent shall provide Bidder with an Invoice and wire instructions, reflecting the bid amount, the buyers' premium and sales tax. Should any of the lots be subject to a Purchase Agreement, such Purchase Agreement will be posted to the data room prior to the Sealed Bid closing date, and the winning bidder shall be responsible to execute such Purchase Agreement upon the award of bid.
- 13. Sales Tax. Local sales tax requirements will apply to all sales will be applied to the final purchase price where applicable.
- 14. Receipt of Intangible Property. Bidder shall be the sole party responsible to facilitate the transfer of intellectual property rights, provided however, that Sales Agent or Trustee shall provide or obtain necessary signatures on documents as requested by Buyer to effectual legal transfers, as needed, and shall provide access credentials to accounts where noted in the data room. In such cases that intangible property is stored on computer hardware or in cloud-based servers, Trustees IT consultant will work with Bidders to facilitate the transfer of such intangible property
- 15. Removal of Personal Property. This Bid Process contemplates a sale of the production equipment assets in Bulk to a Buyer removing them from the facility within 14 days of the Closing Date. The Buyer shall be responsible to provide an insurance policy with acceptable limits naming the Trustee, Sales Agent and Building Owners as additional insured, and shall be responsible for any damage to persons or property during Asset removal. Should the Buyer enter into a lease agreement with the building owners, it shall sign a waiver releasing the Trustee and Sales Agent from any further obligations to Personal Property fulfilment on the Closing Date.
- 16. System Maintenance. Bidders acknowledge that certain assets being purchased may be subject to ongoing maintenance costs, including but not limited to webhosting, e-commerce platform, cloud-based storage sites, data backup systems, etc. Upon the Closing Date, Bidder shall become immediately responsible to maintain such services, subject only to any transition period agreement that may be negotiated between the Parties.

## Bid Process & Terms | Cont'd



- 17. Inventory Adjustments. Upon bid submittal, Bidder is asked to provide an allocation of its bid for product inventory where applicable. Bidder acknowledges that the inventory as reported in the data room may change prior to Closing. In such case, the formula for the purchase price adjustment shall be set forth in the asset purchase agreement between the parties.
- 18. Trademarks. This sale may include transactions with separate buyers for the Infowars and Infowars Life trademarks, and Infowars related domain names allocated in the bid package to each lot. Each buyer acknowledges that the terms of sale and Purchase Agreements related to each transaction will grant the other party licensure rights to use their purchased domain names and trademarks without further cost or obligation to the other party.
- 19. Failure to Pay. If a successful bidder fails to consummate the Sale due to a breach or failure to perform on the part of such successful bidder, then the Deposit shall be forfeited to, and retained irrevocably by, the Trustee, and may be used by the Trustee to pay the fees and expenses of the Trustee's professionals, and the Trustee specifically reserves all rights and remedies against the defaulting successful bidder, including the right to seek damages from, and/or the specific performance of, the defaulting successful bidder. In addition thereto, Sales Agent may, at its discretion, either resell Bidder's Assets without further notice to Bidder and/or dispose of the Property at the Bidders sole expense. Any difference between the bid price for Assets by the defaulting Bidder and the price received by Trustee at a resale shall be paid to Trustee by the defaulting Bidder. In addition, a defaulting Bidder shall be deemed to have granted Trustee a security interest in the Property, which Trustee shall retain as collateral security for Bidder's obligation to Trustee.
- 20. Financing. All transactions must be made in U.S. cash funds. The Sale is not contingent upon the bidder securing or obtaining financing.
- 21. Absence of Warranties. The Bidder understands and agrees: (1) that any description or sample of the Assets given or furnished by Trustee and Sales Agent is solely for identification, and does not create any warranty expressed or implied, that the Property actually conforms to such description or sample, (2) that Bidder or agent on Bidder's behalf has inspected or has had the opportunity to inspect, all of the Assets upon which Bidder will be bidding and/or does purchase, (3) that all Assets are purchased and accepted by Bidder "AS IS", "WHERE IS" and "WITH ALL FAULTS". TRUSTEE AND SALES AGENT MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, YEAR, PERFORMANCE, OR OTHER SPECIFICATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT, (4) in the event there are manufacturer warranties in effect for the Assets purchased, Bidder must make all claims thereunder directly with the provider of the warranty. No statement or statements of any other paragraph herein shall be construed to in any way contradict the provisions of this paragraph.
- 22. Customer Lists and PII. As part of the conveyed Intellectual Properties, certain customer data may be transferred to the buyer. Neither Trustee nor Sales Agent can guarantee buyer's rights regarding the use of such customer data which may be subject to the Company's posted privacy statements or other limitations. In addition, under no circumstances shall any of the assets being sold imply the inclusion of personally identifiable information (PII) with regards to Company personnel, including personnel records, personal data stored on personnel computers, or historical email content.

### Bid Process & Terms | Cont'd



- 23. Indemnification. Bidder shall indemnify, hold harmless and defend Trustee, Sales Agent, and any professionals employed or otherwise retained by the Trustee or the Sales Agent from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of or based upon or resulting from, (1) any act or omission relating to or affecting the Property bid on or purchased by Bidder, (2) the claim of any third party claiming or challenging title to any Asset purchased by Bidder or claiming infringement of any proprietary interest, (3) the claim of any person resulting from offering for sale or selling the Property purchased by Bidder.
- 24. Limits of Liability. In no event shall Sales Agent's liability to Bidder exceed the purchase price actually paid. A Bidder's claim shall be limited to the amount paid for the Assets, and shall not extend to any obligation; risk; liability; right; claim; remedy for loss of use, revenue or profit; liability of Bidder to any third party; personal injury; or any other direct, incidental or consequential damages. Sales Agent is acting as an agent only and is not responsible for the acts of its principles.
- 25. Rights Reserved. If any provision of these Terms and Conditions shall be held invalid, illegal, unenforceable or inoperative, the balance of Terms of Sale shall remain in full force and affect as if such provisions had not been included. The Bid Process and Terms with any amendments or modifications expressly made by Sales Agent constitute all the terms and conditions with respect to the sale of the Property; however Sales Agent reserves the right to modify the Bid Process and Terms, as may be necessary and shall notify Bidder accordingly.
- 26. The venue and jurisdiction for any dispute in this matter shall be in the United States Bankruptcy Court, Southern District of Texas.

SCHEDULE 1.1(a)(i)

**Intellectual Property** 

SerialNumber	Wordmark		Status	GoodsAndServicesTruncated
BEIDER73	INFOWARS	Image for 86108873	Live	CO38: Total Acade Sing of Tradio, internet radio, and on-line video programs.; IC 009: Digital media, namely, DVDs, high definition digital discs, and downloadable audio featuring news, current events, social commentary, onlical commentary, and documentaries.; IC 016: Bumper stickers; [Magazines in the field of news, current events, social commentary, and politics; Pens; ] Stickers.; IC 024: Fabric flags.; IC 025: Halts; T-shirts.; IC 035: On-line retail gift shops.; IC 041: Entertainment services, namely, providing radio programs in the field of news, current events, social commentary, and politics via a global computer network; Entertainment services, namely, the provision of continuing programs featuring news and commentary delivered by radio and internet; Production and distribution of radio programs; Providing on-line non-downloadable articles in the field of news, current events, social commentary, and politics; Radio entertainment services, namely, radio programs featuring
87943543	FIREPOWER RADIO	Image for 87943543	Dead	(ABANDONED) IC 038: Broadcasting of radio programs; Broadcasting of internet radio programs; Broadcasting of downloadable audio programs; Broadcasting of on-line video programs; (ABANDONED) IC 009: Digital media, namely, downloadable audio files featuring news, current events, social commentary, interviews, and political commentary; downloadable audio recordings featuring a continuing audio program in the field of news, current events, social commentary, interviews, and political commentary downloadable via a global computer network; (ABANDONED) IC 041: Entertainment services, namely, providing podcasts in the field of news, current events, social commentary, interviews, and political commentary; Entertainment services, namely, providing radio programs in the field of news, current events, social commentary, interviews, and political commentary via a global computer network; Entertainment services, namely, providing webcasts in the field of news, current events, social commentary, interviews, and political commentary via a global computer network; Entertainment services, namely, providing webcasts in the field of news, current events, social commentary
86108885	PRISON PLANET	Image for 86108885	Dead	(CANCELLED) IC 038: [Broadcasting of on-line video programs]; (CANCELLED) IC 041: [ Entertainment services, namely, the provision of continuing video programs featuring news, current events, social commentary, and political commentary delivered by a global computer network; Providing on-line non-downloadable articles in the field of news, current events, social commentary, and political commentary; Providing on-line publications in the nature of e-books in the field of news, current events, social commentary, and political commentary].
87277011	THE ALEX JONES SHOW	Image for 87277011.	Dead	(CANCELLED) IC 038: [Broadcasting of radio and internet radio programs; Broadcasting of television programs; Broadcasting of on-line video programs; Broadcasting of downloadable audio programs; [CANCELLED) IC 009: [Digital media, namely, downloadable audio files teaturing news, current events, social commentary, interviews, and political commentary]; (CANCELLED) IC 041: [Entertainment services in the nature of production of radio and internet radio programs; Entertainment services in the nature of production of downloadable audio programs; Entertainment services in the nature of production of on-line video programs; Entertainment services in the nature of production of television programs; Entertainment services, namely, providing podcasts in the field of news, current events, social commentary, interviews, and political commentary, interviews, namely, providing radio programs in the field of news, current events, social commentary, interviews, and political
<u>86108879</u>	PRISON PLANET	Image for 86108879	Dead	(CANCELLED) IC 035: [Subscription to online articles, e-books, online videos,
86108877	PRISON PLANET	Image for 86108877	Dead	documentaries, and films featuring news, social commentary, political commentary, and current events ].  (ABANDONED) IC 025: T-shirts.

SerialNumber	Wordmark	Image	Status	GoodsAndServicesTruncated
87938971	BODEASE	Image for 87938971	Live	IC 005: Dietary and nutritional supplements.
87939303	ALPHA POWER	Image for 87939303	Live	IC 005: Dietary and nutritional supplements.
87943348	HONOR ROLL	Image for 87943348	Live	IC 005: Dietary and nutritional supplements.
87943386	HAPPEASE	Image for 87943386	Live	IC 005: Dietary and nutritional supplements.
87943414	GUT FUSION	Image for 87943414	Live	IC 005: Dietary and nutritional supplements.
86402016	SURVIVAL SHIELD	Image for 86402016	Live	IC 005: Dietary and nutritional supplements.
86402809	SURVIVAL SHIELD X-2	Image for 86402809	Live	IC 005: Dietary and nutritional supplements.
86402827	INFOWARS LIFE	Image for 86402827	Live	IC 005: Dietary and nutritional supplements.
87939004	POLLEN BLOCK	Image for 87939004	Live	IC 005: Dietary and nutritional supplements.
87938998	IMMUNE WALL	Image for 87938998	Live	IC 005: Dietary and nutritional supplements.
87938991	FLORALIFE	Image for 87938991	Live	IC 005: Dietary and nutritional supplements.
87938950	THE REAL RED PILL	Image for 87938950	Live	IC 005: Dietary and nutritional supplements.
87938980	ICUREN	Image for 87938980	Live	IC 005: Dietary and nutritional supplements.
87939327	DNA FORCE	Image for 87939327	Live	IC 005: Dietary and nutritional supplements.
87943358	EXTENDAWISE	Image for 87943358	Live	IC 005: Dietary and nutritional supplements.
87943450	ULTIMATE FEMALE FORCE	Image for 87943450	Live	IC 005: Dietary and nutritional supplements.
86402175	SUPER MALE VITALITY	Image for 86402175	Dead	(ABANDONED) IC 005: Dietary and nutritional supplements.
86402225	SUPER FEMALE VITALITY	Image for 86402225	Dead	(ABANDONED) IC 005: Dietary and nutritional supplements.
87943286	LIVING CLEANSE	Image for 87943286	Dead	(ABANDONED) IC 005: Dietary and nutritional supplements.
86402053	FLUORIDE SHIELD	Image for 86402053	Dead	(ABANDONED) IC 005: Dietary and nutritional supplements.
87943436	VASOBEET	Image for 87943436	Dead	(ABANDONED) IC 005: Dietary and nutritional supplements made in whole or significant part of beets.
86402820	WAKE UP AMERICA	Image for 86402820	Dead	(ABANDONED) IC 030: Coffee.

391

infowarstv.live

10

1

Active

live

Reference # Domain TLD Length Lot Registrar Status Age Expiration Expiration St. Registrar per FSS 90 infowarsdata.com com 12 1 Active 8 years, 6 months 2/14/25 Active Epik 91 infowarsdomains.com 15 1 Active 3 years, 5 months 3/24/25 Active **Epik** com 93 12 1 Active Epik infowarspets.com 1 years, 10 months 10/19/24 Pending com 97 14 1 Active **Epik** infowarsstream.com com 6 years, 8 months 12/1/24 Active 98 infowarsteam.com com 12 1 Active 13 years, 9 months 11/9/24 Pending Epik GoDaddy 183 buyinfowars.com 11 1 Active 6 years, 0 months 8/10/26 Active com 193 12 GoDaddy infowarsarmy.com com 1 Active 6 years, 0 months 8/27/26 Active 194 infowarsdefense.com 15 1 Active 3/15/26 Active GoDaddy com 6 years, 5 months 195 infowarsdirect.com com 14 1 Active 6 years, 0 months 8/10/26 Active GoDaddy 196 infowarselect.com 13 1 Active 8 years, 11 months 9/10/25 Active GoDaddy com 197 infowarselects.com com 14 1 Active 8 years, 11 months 9/10/25 Active GoDaddy 18 198 infowarsessentials.com com 1 Active 7 years, 6 months 2/24/25 Active GoDaddy 203 infowarslifeselect.com 18 1 Active 9/10/25 Active GoDaddy com 8 years, 11 months 204 19 Active 9/10/25 Active infowarslifeselects.com com 1 8 years, 11 months GoDaddv 206 11 Active 9/15/24 Pending GoDaddy infowarsnow.com 1 5 years, 11 months com 207 14 Active 9/10/25 Active GoDaddy infowarsselect.com 1 8 years, 11 months com 208 infowarsselects.com com 15 1 Active 8 years, 11 months 9/10/25 Active GoDaddy 209 infowarssupersale.com com 17 1 Active 6 years, 0 months 8/10/25 Active GoDaddy 18 210 infowarssupersales.com com 1 Active 6 years, 0 months 8/10/26 Active GoDaddy 231 10 1776to1984.com com 1 Active 16 years, 4 months 4/1/25 Active Name 234 1984to1776.com 10 1 Active 16 years, 4 months 4/1/25 Active Name com 237 911chronicles.com com 13 1 Active 16 years, 4 months 4/1/25 Active Name 13 261 americakiller.com com 1 Active 15 years, 2 months 6/28/25 Active Name 274 biashow.com com 7 1 Active 12 years, 3 months 5/19/25 Active Name 280 9 Active broinarms.com com 1 12 years, 3 months 5/19/25 Active Name 281 16 Active brotherinarmshow.com com 1 12 years, 3 months 5/19/25 Active Name 282 brotherinarmsshow.com 17 1 Active 12 years, 3 months 5/19/25 Active Name com 283 17 Active brothersinarmshow.com 1 12 years, 3 months 5/19/25 Active Name com 284 18 1 Active 12 years, 3 months 5/19/25 Active Name brothersinarmsshow.com com 291 darkskiesconspiracy.com com 19 1 Active 14 years, 2 months 6/28/25 Active Name 351 infowars.net 8 1 Active 23 years, 7 months 1/3/25 Active Name net 352 infowars.org 8 1 Active 20 years, 0 months 3/8/25 Active Name org 353 productions 8 1 8/6/25 Active Name infowars.productions Active 354 infowarsart.com 11 1 Active 13 years, 4 months 4/22/25 Active Name 355 infowarsartilary.com 16 1 Active 13 years, 4 months 4/22/25 Active Name com infowarsartilery.com 356 com 16 1 Active 13 years, 4 months 4/22/25 Active Name 357 17 infowarsartillary.com com 1 Active 13 years, 4 months 4/22/25 Active Name 358 17 Active 4/22/25 Active Name infowarsartillery.com com 1 13 years, 4 months 359 13 Name infowarsbabes.com com 1 Active 11 years, 5 months 3/10/25 Active 360 13 Active 3/10/25 Active Name infowarsbabes.net 1 11 years, 5 months net 361 14 Active 8/3/25 Active Name infowarscoffee.com 1 12 years, 0 months com 362 infowarsdaily.com com 13 1 Active 13 years, 1 months 7/29/25 Active Name 363 infowarsdefensefund.com com 19 1 Active 6 years, 3 months 5/23/25 Active Name 12 365 infowarsfood.com com 1 Active 8 years, 11 months 9/10/25 Active Name 16 366 infowarsguardian.com com 1 Active 11 years, 11 months 8/31/25 Active Name 369 12 1 Active 2/26/25 Active Name infowarshome.com com 9 years, 6 months 371 infowarshousehold.com com 17 1 Active 9 years, 6 months 2/26/25 Active Name 372 infowarsinsider.com com 15 1 Active 13 years, 2 months 6/6/25 Active Name 15 373 infowarsinsider.net net 1 Active 13 years, 2 months 6/6/25 Active Name 20 374 infowarsinvestigates.com com 1 Active 12 years, 5 months 3/28/25 Active Name 375 22 infowarsinvestigations.com com 1 Active 12 years, 5 months 3/28/25 Active Name Active 376 infowarslegalfund.com 17 1 5/23/25 Active Name com 6 years, 3 months 377 12 Active Name infowarslife.com com 1 11 years, 0 months 8/9/25 Active 380 13 Active 6 years, 0 months 8/6/25 Active Name infowarsmedia.com com 1 381 infowarsmonthly.com com 15 1 Active 13 years, 6 months 2/19/25 Active Name 12 382 infowarsnews.com 1 Active 13 years, 6 months 2/9/25 Active Name com 383 12 infowarsnews.net net 1 Active 13 years, 6 months 2/9/25 Active Name 384 18 1 Active 8/7/25 Active Name infowarsnewsletter.com com 6 years, 0 months 385 infowarsnightly.com com 15 1 Active 13 years, 1 months 7/29/25 Active Name 386 infowarsnightlynews.com 19 1 Active 13 years, 1 months 7/29/25 Active Name com 387 infowarsplanet.com 14 1 Active 14 years, 0 months 8/2/25 Active Name com Name 388 infowarssocial.com com 14 1 Active 14 years, 0 months 8/2/25 Active 389 infowarsspecialreport.com 21 Active 7/29/25 Active Name com 1 13 years, 1 months 390 15 Active 7/29/25 Active Name infowarstonight.com com 1 13 years, 1 months

Name

9/12/25 Active

Reference # Domain TLD Length Lot Registrar Status Age Expiration Expiration St. Registrar per FSS 392 infowarsunited.com com 14 1 Active 14 years, 1 months 7/23/25 Active Name 394 infowarsunited.org 14 1 Active 14 years, 1 months 7/23/25 Active Name org 395 11 1 Active Name infowarsvod.com com 6 years, 0 months 8/6/25 Active 398 14 1 Active 13 years, 6 months 2/19/25 Active Name infowarsweeklv.com com 399 infowarsworldnews.com com 17 1 Active 14 years, 1 months 7/23/25 Active Name 17 400 infowarsworldnews.net net 1 Active 14 years, 1 months 7/23/25 Active Name 401 17 infowarsworldnews.org 1 Active 14 years, 1 months 7/23/25 Active Name org 415 9 1 Active 8/8/25 Active Name newstruth.us us 24 years, 0 months 441 planetinfowars.com com 14 1 Active 14 years, 0 months 8/2/25 Active Name 458 12 1 Active 11 years, 3 months 5/15/25 Active Name redpillparty.com com 471 roadtoconspiracy.com com 16 1 Active 14 years, 4 months 4/5/25 Active Name 476 21 secretsofsurvivalfilm.com com 1 Active 12 years, 4 months 4/26/25 Active Name 490 15 1 Active 7/26/25 Active Name theinfowarsshop.com com 14 years, 1 months 491 15 Active 7/26/25 Active Name theinfowarsshop.info info 1 14 years, 1 months 496 16 Active 7/26/25 Active Name info 1 14 years, 1 months theinfowarsstore.info 497 16 Active 7/26/25 Active Name mobi 1 theinfowarsstore.mobi 505 theroadtoconspiracy.com com 19 1 Active 14 years, 4 months 4/5/25 Active Name 508 truthisbulletproof.com com 18 1 Active 11 years, 3 months 5/3/25 Active Name 10 509 truthmedia.us us 1 Active 24 years, 0 months 8/8/25 Active Name 9 Name 511 truthnews.us us 1 Active 24 years, 0 months 8/8/25 Active 519 11 1 Active 13 years, 7 months 1/13/25 Active Name uberfreedom.com com 521 urgentradio.net net 11 1 Active 13 years, 6 months 2/21/25 Active Name 524 violetblog.com com 10 1 Active 19 years, 5 months 3/14/25 Active Name 534 14 washingtonwars.com com 1 Active 7 years, 6 months 1/30/25 Active Name 574 11 Active infowarsmag.biz biz 1 24 years, 1 months 7/5/25 Active lonos 575 infowarsmag.com com 11 1 Active 12 years, 1 months 7/6/25 Active Ionos 576 infowarsmag.info 11 1 Active 12 years, 2 months 6/7/25 Active lonos info 11 Active 577 infowarsmag.net net 1 12 years, 1 months 7/6/25 Active Ionos 578 11 Active 5/7/25 Active Ionos infowarsmag.org 1 12 years, 3 months org 579 infowarsmag.us 11 1 Active 24 years, 1 months 7/5/25 Active Ionos us 580 infowarsmagazine.com 16 1 Active 12 years, 1 months 7/6/25 Active Ionos com 581 infowarsmagazine.net net 16 1 Active 12 years, 1 months 7/6/25 Active Ionos 582 16 1 5/7/25 Active infowarsmagazine.org org Active 12 years, 3 months Ionos 583 infowarsnewspaper.com com 17 1 Active 12 years, 1 months 7/6/25 Active Ionos 584 17 1 Active 12 years, 1 months 7/6/25 Active Ionos infowarsnewspaper.net net 17 585 infowarsnewspaper.org org 1 Active 12 years, 3 months 5/7/25 Active Ionos 19 594 infowarsthemagazine.com com 1 Active 12 years, 1 months 7/6/25 Active Ionos 595 19 Active 7/6/25 Active infowarsthemagazine.net net 1 12 years, 1 months lonos 19 596 infowarsthemagazine.org org 1 Active 12 years, 3 months 7/5/25 Active lonos 14 602 Active 1 12 years, 1 months 7/6/25 Active lonos theinfowarsmag.com com 603 14 Active 7/6/25 Active 12 years, 1 months Ionos theinfowarsmag.net net 1 604 theinfowarsmag.org org 14 1 Active 12 years, 3 months 7/5/25 Active Ionos 605 theinfowarsmagazine.com com 19 1 Active 12 years, 1 months 7/6/25 Active Ionos 606 theinfowarsmagazine.net net 19 1 Active 12 years, 1 months 7/6/25 Active lonos 19 607 theinfowarsmagazine.org org 1 Active 12 years, 3 months 7/5/25 Active Ionos 608 20 1 Active 7/6/25 Active theinfowarsnewspaper.com com 12 years, 1 months Ionos 609 theinfowarsnewspaper.net net 20 1 Active 12 years, 1 months 7/6/25 Active Ionos 20 610 theinfowarsnewspaper.org 1 Active 12 years, 3 months 7/5/25 Active Ionos org 6 615 banned.video video 1 Active 5 years, 3 months 7/4/25 Active SquareSpace 8 **SquareSpace** 616 ifwvideo.com com 1 Active 5/5/25 Active 8 617 infowars.art art 1 Active 5/8/25 Active SquareSpace 620 8 1 Active 4/9/25 Active SquareSpace infowars.us us 621 11 1 Active SquareSpace infowarsads.com com 2/23/25 Active 622 15 Active 3/29/25 Active SquareSpace infowarsbitcoin.com 1 com 623 infowarsbtc.com 11 1 Active 3/29/25 Active SquareSpace com 627 defendinfowars.com 14 1 Active 11/16/24 Active SquareSpace com 3 SquareSpace 629 ifw.cloud cloud 1 Active 4/16/25 Active 632 12 1 Active SquareSpace saveinfowars.com com 11/16/24 Active 636 infowarscrypto.com com 14 1 Active 3/29/25 Active SquareSpace 637 infowarsguns.com 12 1 Active 3/31/25 Active SquareSpace com 638 infowarsjobs.com com 12 1 Active 10/23/25 Active SquareSpace 13 SquareSpace 640 infowarsphone.com com 1 Active 2/26/25 Active 642 12 Active 5/12/25 Active SquareSpace infowarstech.com com 1 643 13 Active infowarsvideo.com com 1 8/6/25 Active SquareSpace 564 14 10/29/25 Active CloudFlare infowarsbunker.com Active 3 years, 10 months com 1

Casse 222 3335553 Domumentt 9545-10 Ffiled in TIX SFB on 112/105/224 Prage 555 of 7/5 Infowars Related - Included with Lot 1 Production Assets

Reference	e# Domain	TLD	Length	Lot	Registrar Status	Age	Expiration	Expiration	n St: Registrar per FSS
565	infowars.com	com	8	1	Active	25 years, 5 months	6/9/33	Active	CloudFlare
569	theinfowar.tv	tv	10	1	Active	-	5/20/25	Active	CloudFlare
613	infowarsstaging.com	com	15	1	Active		3/1/25	Active	CloudFlare

 $<sup>\</sup>hbox{``Pending'' indicates recently expired domains that may remain renewable or domains expiring soon.}$ 

Reference #	Domain	TLD		Lot	Registrar Status		Expiration	Expiration S	Registrar per FSS
145	rebelzencbd.com	com	11	2	Active	1 years, 2 months	6/22/25	Active	Epik
192	inforwarsstoredevelopment.com	com	25	2	Active	6 years, 9 months	11/28/24	Active	GoDaddy
199	infowarshealthdoctor.com	com	20	2	Active	9 years, 4 months	4/24/25	Active	GoDaddy
200	infowarshealthdr.com	com	16	2	Active	9 years, 4 months	4/24/25	Active	GoDaddy
201	infowarshealthinsider.com	com	21	2	Active	9 years, 4 months	4/25/25	Active	GoDaddy
202	infowarshealthpunch.com	com	19	2	Active	9 years, 4 months	4/9/25	Active	GoDaddy
205	infowarsmarketplace.com	com	19	2	Active	7 years, 6 months	2/18/25	Active	GoDaddy
364	infowarsenergy.com	com	14	2	Active	12 years, 3 months	5/9/25	Active	Name
367	infowarshealth.com	com	14	2	Active	13 years, 9 months	11/22/24	Active	Name
368	infowarshealthnews.com	com	18	2	Active	13 years, 3 months	5/2/25	Active	Name
370	infowarshop.com	com	11	2	Active	14 years, 4 months	4/3/25	Active	Name
378	infowarslife.net	net	12	2	Active	11 years, 0 months	8/9/25	Active	Name
379	infowarslife.org	org	12	2	Active	10 years, 11 months	8/9/25	Active	Name
477	shopfreespeech.com	com	14	2	Active	16 years, 6 months	2/18/25	Active	Name
489	theinfowarsshop.biz	biz	15	2	Active	24 years, 1 months	7/25/25	Active	Name
492	theinfowarsshop.net	net	15	2	Active	14 years, 1 months	7/26/25	Active	Name
493	theinfowarsshop.org	org	15	2	Active	14 years, 1 months	7/26/25	Active	Name
494	theinfowarsshop.us	us	15	2	Active	24 years, 1 months	7/25/25	Active	Name
495	theinfowarsstore.biz	biz	16	2	Active	24 years, 1 months	7/25/25	Active	Name
498	theinfowarsstore.net	net	16	2	Active	14 years, 1 months	7/26/25	Active	Name
499	theinfowarsstore.org	org	16	2	Active	14 years, 1 months	7/26/25	Active	Name
500	theinfowarsstore.us	us	16	2	Active	24 years, 1 months	7/25/25	Active	Name
586	infowarsshop.biz	biz	12	2	Active	24 years, 7 months	1/14/25	Active	lonos
587	infowarsshop.com	com	12	2	Active	15 years, 5 months	3/11/25	Active	lonos
588	infowarsshop.net	net	12	2	Active	14 years, 7 months	1/15/25	Active	Ionos
589	infowarsshop.org	org	12	2	Active	14 years, 7 months	1/15/25	Active	lonos
590	infowarsstore.biz	biz	13	2	Active	24 years, 7 months	1/14/25	Active	Ionos
591	infowarsstore.com	com	13	2	Active	14 years, 7 months	1/15/25	Active	lonos
592	infowarsstore.net	net	13	2	Active	14 years, 7 months	1/15/25	Active	lonos
593	infowarsstore.org	org	13	2	Active	14 years, 7 months	1/15/25	Active	lonos
598	shopinfowars.biz	biz	12	2	Active	24 years, 7 months	1/14/25	Active	lonos
599	shopinfowars.net	net	12	2	Active	14 years, 7 months	1/15/25	Active	Ionos
600	shopinfowars.org	org	12	2	Active	14 years, 7 months	1/15/25	Active	lonos
618	infowars.market	market	8	2	Active		5/12/25	Active	SquareSpace
619	infowars.store	store	8	2	Active		11/25/24	Active	SquareSpace
639	infowarspantry.com	com	14	2	Active		6/7/25	Active	SquareSpace
641	infowarsplatinum.com	com	16	2	Active		10/18/24	Pending	SquareSpace
570	infowarslifestyle.com	com	17	2	Active	0 years, 7 months	1/4/25	Active	CloudFlare
612	warroomshop.com	com	11	2	Active		5/14/25	Active	CloudFlare
614	americanjournalshop.com	com	19	2	Active		5/14/25	Active	CloudFlare

 $<sup>\</sup>hbox{``Pending'' indicates recently expired domains that may remain renewable or domains expiring soon.}$ 

Reference #		TLD			Registrar Status	-		Expiration Status	
1	1776defiant.com	com	11	3	Active	3 years, 7 months	12/31/24		Epik
,	action7.news	news	7	3	Active	0 years, 0 months	1/9/25		Epik
3	af4abb8de2579b191fc3f18c1bdc444c.com	com	32	3	Active	5 years, 6 months	2/14/25		Epik
L4	americaninvisibilityproject.com	com	27 22	3	Active	3 years, 4 months	4/23/25		Epik
L5 L6	americanmediabroadcast.com bidenera.news	com news	8	3	Active Active	4 years, 11 months 0 years, 0 months	1/19/25	Pending	Epik Epik
17	blueskies.news	news	9	3	Active	0 years, 0 months	1/13/24		Epik Epik
20	censored2020.com	com	12	3	Active	3 years, 10 months	10/27/24	•	Epik Epik
22	censoredbyjack.com	com	14	3	Active	4 years, 0 months	8/26/25		Epik
23	censoredelection.com	com	16	3	Active	3 years, 10 months	10/27/24		Epik
26	coalitiontodefendfreespeech.com	com	27	3	Active	7 years, 8 months	12/7/24		Epik
27	coffeeparty.tv	tv	11	3	Active	-	2/16/25		Epik
28	cookinmemes.com	com	11	3	Active	5 years, 7 months	1/9/25	Active	Epik
33	defendowen.com	com	10	3	Active	4 years, 7 months	1/23/25	Active	Epik
34	deportillegalaliens.us	us	19	3	Active	23 years, 10 months	10/15/24	Pending	Epik
40	electionnight.news	news	13	3	Active	0 years, 0 months	10/27/24	Pending	Epik
41	electiontheft.news	news	13	3	Active	0 years, 0 months	10/15/24	Pending	Epik
42	electiontheft.org	org	13	3	Active	4 years, 10 months	10/15/24		Epik
43	endthechinesevirus.com	com	18	3	Active	4 years, 3 months	5/8/25		Epik
44	essentialradios.com	com	15	3	Active	3 years, 7 months	1/11/25		Epik
47	evovod.com	com	6	3	Active	5 years, 6 months	2/26/26		Epik
48	fakenewswars.us	us	12	3	Active	23 years, 8 months	12/6/24		Epik
49 - c	fightchinesevirus.com	com	17	3	Active	4 years, 3 months	5/8/25		Epik
56 - 7	freespeechsystems.info	info	17	3	Active	16 years, 6 months	2/1/25		Epik
57 58	freespeechsystems.net	net	17	3	Active	16 years, 7 months	1/2/25 2/1/25		Epik
58 59	freespeechsystems.org freespeechsystems.us	org us	17 17	3	Active Active	16 years, 6 months 24 years, 7 months	2/1/25 1/1/25		Epik Epik
62	freezedriedessentials.com	com	21	3	Active	3 years, 7 months	1/11/25		Epik Epik
52 53	freezedriedpreparedness.com	com	23	3	Active	3 years, 7 months	1/11/25		Epik
66 66	futurenews.news	news	10	3	Active	0 years, 0 months	11/12/24		Epik Epik
67	goblinfire.com	com	10	3	Active	5 years, 7 months	1/10/25		Epik
68	goblinlove.com	com	10	3	Active	4 years, 9 months	11/13/24		Epik
69	goblinnest.com	com	10	3	Active	4 years, 9 months	11/13/24	•	Epik
71	hopkinsworld.com	com	12	3	Active	6 years, 9 months	11/22/24		Epik
75	imnotbragging.news	news	13	3	Active	0 years, 0 months	11/18/24	Active	Epik
76	imnotbragging.show	show	13	3	Active	-	11/18/24	Active	Epik
79	infocomms.org	org	9	3	Active	5 years, 8 months	12/18/24	Active	Epik
30	infocomms.social	social	9	3	Active	-	12/18/24	Active	Epik
100	joeroganexposed.com	com	15	3	Active	5 years, 7 months	1/10/25	Active	Epik
105	libertycdn.com	com	10	3	Active	5 years, 8 months	12/10/24	Active	Epik
108	martiallaw911.name	name	13	3	Active	0 years, 0 months	8/30/24	Pending	Epik
109	maskskill.com	com	9	3	Active	3 years, 9 months		Pending	Epik
111	medicalsharia.com	com	13	3	Active	3 years, 9 months		Pending	Epik
112	memebrew.com	com	8	3	Active	5 years, 7 months	1/9/25		Epik
113	memekitchin.com	com	11	3	Active	5 years, 7 months	1/9/25		Epik
115	newsguardexposed.com	com	16	3	Active	5 years, 7 months	1/12/25		Epik
116	newsguardtruth.com newsguardwatch.news	com	14	3	Active	5 years, 7 months	1/12/25		Epik
l 17 l 18	3	news	14 14	3	Active Active	0 years, 0 months 4 years, 8 months	1/12/25 12/1/25		Epik Epik
110	newsguardwatch.org nextearth.news	org news	9	3	Active	0 years, 0 months		Pending	Epik Epik
121	nextnewsmedia.com	com	13	3	Active	5 years, 7 months	1/10/25		Epik Epik
122	nextterra.news	news	9	3	Active	0 years, 0 months		Pending	Epik Epik
126	notbragging.show	show		3	Active	-	12/5/24		Epik
128	nov3rd.news	news	6	3	Active	0 years, 0 months	10/27/24		Epik
129	novaxnoflight.com	com	13	3	Active	3 years, 10 months		Pending	Epik
131	onlinehealthnow.com	com	15	3	Active	1 years, 11 months		Pending	Epik
132	operationwin2020.com	com	16	3	Active	4 years, 7 months	1/2/25		Epik
133	orderoffreedom.com	com	14	3	Active	5 years, 7 months	1/10/25		Epik
136	posthuman.news	news	9	3	Active	0 years, 0 months	11/12/24	Pending	Epik
137	postnewsera.com	com	11	3	Active	5 years, 7 months	1/10/25	Active	Epik
138	prisonplanet.us	us	12	3	Active	24 years, 4 months	4/9/25	Active	Epik
L40	provemewrong.show	show	12	3	Active	0 years, 0 months	11/4/24	Pending	Epik
142	readinessradios.com	com	15	3	Active	3 years, 7 months	1/11/25	Active	Epik
L47	ronpaulcommandbase.com	com	18	3	Active	16 years, 8 months	12/15/24	Active	Epik
L48	ronpaulwarroom.com	com	14	3	Active	16 years, 8 months	12/15/24		Epik
153	stonepetition.com	com	13	3	Active	4 years, 9 months	11/15/24		Epik
154	stopfakenewscoalition.com	com	21	3	Active	7 years, 8 months	12/7/24		Epik
155	theadvance.info	info	10	3	Active	6 years, 2 months	12/6/24		Epik
156	theadvance.news	news	10	3	Active	-	12/6/24		Epik
158	theamericanjournal.news	news	18	3	Active	0 years, 0 months	12/17/24		Epik
160	thegreatresistance.news	news	18	3	Active	0 years, 0 months	11/30/24	Active	Epik

Reference #	Domain	TLD	Length	Lot	Registrar Status	Age	Expiration	Expiration Status	Registrar per FSS
162	theliberator.co	CO	12	3	Active	23 years, 8 months	12/6/24	Active	Epik
165	thereconreview.com	com	14	3	Active	4 years, 5 months		Active	Epik
166	theresistance.video	video	13	3	Active	0 years, 0 months	8/26/25		Epik
167	thewarroom.show	show	10	3	Active	0 years, 0 months	9/13/25		Epik
168	thisis1776.com	com	10 12	3	Active	5 years, 1 months		Active	Epik
172 174	trumpsecrets.news vaxtofly.com	news com	8	3	Active Active	0 years, 0 months 3 years, 10 months	10/15/24	Pending	Epik Epik
177	wokeyleaks.news	news	10	3	Active	0 years, 0 months		Active	Epik
182	becomeasupermale.com	com	16	3	Active	9 years, 7 months		Active	GoDaddy
184	buythisforlife.com	com	14	3	Active	9 years, 8 months	12/4/24		GoDaddy
185	calicaravan.com	com	11	3	Active	5 years, 9 months	11/26/24		GoDaddy
188	emricsessentials.com	com	16	3	Active	7 years, 5 months	3/17/25	Active	GoDaddy
213	literallyridiculous.com	com	19	3	Active	6 years, 6 months	2/1/26	Active	GoDaddy
214	madein1776.com	com	10	3	Active	11 years, 0 months	8/27/25	Active	GoDaddy
215	massifnews.com	com	10	3	Active	5 years, 9 months	11/10/24	Pending	GoDaddy
216	newswars.video	video	8	3	Active	0 years, 0 months	11/26/24		GoDaddy
217	newswarsstore.com	com	13	3	Active	5 years, 5 months		Active	GoDaddy
218	newswarsvideo.com	com	13	3	Active	5 years, 9 months	11/28/24		GoDaddy
221	rightsideselects.com	com	16	3	Active	9 years, 9 months	11/25/24		GoDaddy
222	sayyestojeunesse.com	com	16	3	Active	6 years, 0 months	8/10/24		GoDaddy
223	secretb12.com	com	9	3	Active	9 years, 7 months		Active	GoDaddy
225 226	solus.news succulentdinosaur.com	news	5 17	3	Active	0 years, 0 months	11/10/24	Active	GoDaddy
226	supersurvivalstore.com	com com	17	3	Active Active	5 years, 5 months 7 years, 2 months		Active	GoDaddy GoDaddy
229	tryrightside.com	com	12	3	Active	9 years, 10 months	10/16/24		GoDaddy
230	x2nascentiodine.com	com	15	3	Active	9 years, 7 months		Active	GoDaddy
232	1776to1984.net	net	10	3	Active	16 years, 4 months		Active	Name
233	1776to1984.org	org	10	3	Active	16 years, 7 months		Active	Name
235	1984to1776.net	net	10	3	Active	16 years, 4 months		Active	Name
236	1984to1776.org	org	10	3	Active	16 years, 7 months	4/1/25		Name
238	911chronicles.net	net	13	3	Active	16 years, 4 months	4/1/25	Active	Name
239	911chronicles.org	org	13	3	Active	16 years, 7 months	4/1/25	Active	Name
266	arnoldexposed.com	com	13	3	Active	19 years, 9 months	10/30/24	Pending	Name
267	arnoldexposed.net	net	13	3	Active	19 years, 9 months	11/17/24	Active	Name
268	arnoldexposed.org	org	13	3	Active	19 years, 9 months	11/17/24	Active	Name
269	arnoldtheinvader.com	com	16	3	Active	19 years, 9 months	10/30/24		Name
271	babynimmo.com	com	9	3	Active	11 years, 3 months	5/24/25		Name
272	beckdeception.com	com	13	3	Active	14 years, 7 months	1/21/25		Name
275	biglieobama.com	com	11	3	Active	15 years, 7 months	1/29/25		Name
276	biglieobama.net	net	11	3	Active	15 years, 7 months	1/29/25		Name
277 278	bigliesobama.com	com	12 12	3	Active Active	15 years, 7 months	1/23/25 1/23/25		Name Name
285	bigliesobama.net brothersinarmsshow.net	net net	18	3	Active	15 years, 7 months 12 years, 3 months	5/19/25		Name
289	cuckley.com	com	7	3	Active	7 years, 5 months	3/19/25		Name
290	darkskies.us	us	9	3	Active	24 years, 2 months	6/27/25		Name
292	deathoftherepublic.com	com	18	3	Active	15 years, 5 months	3/23/25		Name
293	deathoftherepublic.info	info	18	3	Active	15 years, 5 months	3/23/25		Name
294	deathoftherepublic.net	net	18	3	Active	15 years, 5 months	3/23/25		Name
295	deathoftherepublic.us	us	18	3	Active	24 years, 5 months	3/22/25		Name
296	deepblackthemovie.com	com	17	3	Active	14 years, 9 months	11/19/24		Name
297	deepblackthemovie.net	net	17	3	Active	14 years, 9 months	11/19/24	Active	Name
301	donaldmcronald.com	com	14	3	Active	9 years, 5 months	3/17/25		Name
302	dontbegoogle.com	com	12	3	Active	6 years, 3 months	5/11/25		Name
303	emporerobama.com	com	12	3	Active	15 years, 7 months	1/23/25		Name
304	emporerobama.net	net	12	3	Active	15 years, 7 months	1/23/25		Name
305	endgamefilm.com	com	11	3	Active	17 years, 6 months		Active	Name
306	endgamemovie.org	org	12	3	Active	17 years, 0 months		Active	Name
307	endgamethemovic.com	com	14 15	3	Active	17 years, 6 months		Active	Name
308	endgamethemovie.com	com	15 15	3	Active	17 years, 6 months		Active	Name
309 310	endgamethemovie.net endgamethemovie.org	net org	15 15	3	Active Active	17 years, 0 months 17 years, 0 months		Active Active	Name Name
314	falloftherepublic.com	com	17	3	Active	15 years, 5 months	3/23/25		Name
315	falloftherepublic.info	info	17	3	Active	15 years, 5 months	3/23/25		Name
316	falloftherepublic.net	net	17	3	Active	15 years, 5 months	3/23/25		Name
317	falloftherepublic.org	org	17	3	Active	15 years, 0 months	8/24/25		Name
318	falloftherepublic.us	us	17	3	Active	24 years, 5 months	3/22/25		Name
319	falloftherepublicfilm.com	com	21	3	Active	15 years, 1 months		Active	Name
320	falloftherepublicmovie.com	com	22	3	Active	15 years, 1 months		Active	Name
322	gangstagov.us	us	10	3	Active	24 years, 2 months	6/15/25		Name
324	gangstergov.us	us	11	3	Active	24 years, 2 months	6/15/25	Active	Name
333	glennbeckdeception.com	com	18	3	Active	14 years, 7 months	1/21/25	Active	Name

Reference #	Domain	TLD	Length					Expiration Status	
334	globalistconquest.com	com	17	3	Active	11 years, 11 months		Pending	Name
349	infobabe.us	us	8	3	Active	24 years, 5 months	3/10/25		Name
350	infobabes.us	us	9 8	3	Active	24 years, 5 months	3/10/25		Name
416 419	newswars.io	io oom	21	3	Active Active	0 years, 0 months	6/19/25		Name Name
419	newworldorderplaybook.com nwoplaybook.com	com	11	3	Active	13 years, 9 months 13 years, 9 months	11/1/24	Pending Pending	Name
422	obamadeception.com	com	14	3	Active	8 years, 1 months	7/28/25	•	Name
423	obamadeception.net	net	14	3	Active	15 years, 7 months	1/24/25		Name
424	obamadeception.us	us	14	3	Active	24 years, 3 months	5/28/25		Name
425	obamadeception2.net	net	15	3	Active	11 years, 0 months	8/2/25	Active	Name
426	obamaenemywithin.com	com	16	3	Active	11 years, 0 months	8/2/25	Active	Name
427	obamafalloftherepublic.com	com	22	3	Active	15 years, 1 months	7/10/25	Active	Name
428	obamafalloftherepublic.net	net	22	3	Active	15 years, 1 months	7/10/25	Active	Name
429	obamafilm.net	net	9	3	Active	15 years, 7 months	1/24/25	Active	Name
430	obamaslave.com	com	10	3	Active	15 years, 7 months	1/24/25		Name
431	obamaslave.net	net	10	3	Active	15 years, 7 months	1/24/25		Name
432	obamaslavery.com	com	12	3	Active	15 years, 7 months	1/23/25		Name
433	obamaslavery.net	net	12	3	Active	15 years, 7 months	1/23/25		Name
434	obamaslaves.com	com	11	3	Active	15 years, 7 months	1/24/25		Name
435	obamaslaves.net	net	11	3	Active	15 years, 7 months	1/24/25		Name
436	obamatakeover.net	net	13	3	Active	15 years, 7 months 5 years, 7 months	1/24/25		Name
437 438	offworldsocial.com	com net	14 15	3	Active Active			Active Pending	Name Name
438	planetarychange.net planetarychange.org	org	15 15	3	Active	16 years, 11 months 16 years, 11 months		Pending	Name Name
440	planetinfowar.com	com	13	3	Active	14 years, 0 months		Active	Name
442	policestate4.com	com	12	3	Active	14 years, 5 months		Active	Name
443	powercult.com	com	9	3	Active	14 years, 10 months		Pending	Name
446	prisonplanet.biz	biz	12	3	Active	24 years, 5 months	3/3/25	•	Name
447	prisonplanet.info	info	12	3	Active	20 years, 4 months		Active	Name
448	prisonplanet.net	net	12	3	Active	20 years, 5 months	3/4/25	Active	Name
449	prisonplanet.org	org	12	3	Active	20 years, 4 months	3/4/25	Active	Name
450	prisonplanetnews.com	com	16	3	Active	14 years, 1 months	7/23/25	Active	Name
451	prisonplanetnews.net	net	16	3	Active	14 years, 1 months	7/23/25	Active	Name
452	prisonplanetnews.org	org	16	3	Active	14 years, 1 months	7/23/25	Active	Name
455	realcoffeeparty.com	com	15	3	Active	14 years, 6 months	2/16/25	Active	Name
456	realcoffeeparty.net	net	15	3	Active	14 years, 5 months	3/9/25	Active	Name
469	riseoffema.com	com	10	3	Active	14 years, 5 months		Active	Name
472	schoolof1776.com	com	12	3	Active	10 years, 4 months	4/21/25		Name
473	schoolof1776.net	net	12	3	Active	10 years, 4 months	4/21/25		Name
474	schoolof1776.org	org	12	3	Active	10 years, 4 months	4/21/25		Name
475	schoolof1776.us	us	12	3	Active	24 years, 4 months	4/20/25		Name
478 479	slaveobama.com	com	10 10	3	Active	15 years, 7 months	1/23/25 1/24/25		Name
480	slaveobama.net slavesofobama.com	net com	13	3	Active Active	15 years, 7 months	1/24/25		Name Name
481	slavesofobama.net	net	13	3	Active	15 years, 7 months 15 years, 7 months	1/23/25		Name
484	theendgamemovie.com	com	15	3	Active	17 years, 6 months		Active	Name
486	theglobalistconquest.com	com	20	3	Active	11 years, 11 months		Pending	Name
488	theinfowarrior.com	com	14	3	Active	15 years, 5 months	3/10/25		Name
502	theobamadeception.net	net	17	3	Active	15 years, 7 months	1/24/25		Name
503	theriseisthefall.com	com	16	3	Active	13 years, 2 months	6/26/25		Name
504	theriseoffema.com	com	13	3	Active	14 years, 5 months		Active	Name
516	uarechange.com	com	10	3	Active	16 years, 11 months		Pending	Name
517	uarechange.net	net	10	3	Active	16 years, 11 months	9/20/24	Pending	Name
518	uarechange.org	org	10	3	Active	16 years, 11 months	9/20/24	Pending	Name
520	urgentradio.com	com	11	3	Active	13 years, 6 months	2/21/25	Active	Name
522	v4tw.com	com	4	3	Active	6 years, 3 months	5/10/25	Active	Name
526	wakeupamericacoffee.biz	biz	19	3	Active	24 years, 0 months		Active	Name
527	wakeupamericacoffee.co	CO	19	3	Active	24 years, 0 months		Active	Name
528	wakeupamericacoffee.com	com	19	3	Active	12 years, 0 months		Active	Name
529	wakeupamericacoffee.net	net	19	3	Active	12 years, 0 months		Active	Name
530	wakeupamericacoffee.org	org	19	3	Active	12 years, 6 months		Active	Name
531	wakeupamericacoffee.us	US	19	3	Active	24 years, 0 months		Active	Name
532	warroom.show		7	3	Active	0 years, 0 months		Active	Name
533	warroomshow.com	com	11	3	Active	6 years, 11 months		Active	Name
540 541	wearechange mobi	info mobi	11 11	3	Active	16 years, 11 months		Pending Pending	Name Name
541 542	wearechange.mobi wearechangenews.com	mobi	11 15	3	Active Active	- 16 years, 11 months		Pending Pending	Name Name
542	wearechangenews.com wearechangenews.net	com net	15 15	3	Active	16 years, 11 months		Pending	Name Name
544	wearechangenews.org	org	15 15	3	Active	16 years, 11 months		Pending	Name
545	wearechangeworld.com	com	16	3	Active	16 years, 11 months		Pending	Name
546	wearechangeworld.org	org	16	3	Active	16 years, 11 months		Pending	Name
		0		-		- , 0, - = 1110111110	_,,_		

Reference #	Domain	TLD	Length	Lot	Registrar Status	Age	Expiration	<b>Expiration Status</b>	Registrar per FSS
556	youarechange.com	com	12	3	Active	16 years, 11 months	9/20/24	Pending	Name
557	youarechange.net	net	12	3	Active	16 years, 11 months	9/20/24	Pending	Name
558	youarechange.org	org	12	3	Active	16 years, 11 months	9/20/24	Pending	Name
573	freedomnugget.com	com	13	3	Active	14 years, 4 months	4/3/25	Active	lonos
597	ranter.us	us	6	3	Active	24 years, 4 months	4/13/25	Active	lonos
601	soldiersoftherepublic.com	com	21	3	Active	12 years, 6 months	2/7/25	Active	lonos
624	battleplan.news	news	10	3	Active		4/15/25	Active	SquareSpace
625	bidensupporters.com	com	15	3	Active		5/11/25	Active	SquareSpace
626	blackpilled.news	news	11	3	Active		1/7/25	Active	SquareSpace
628	freespeechsystems.com	com	17	3	Active		1/2/26	Active	SquareSpace
630	newswars.com	com	8	3	Active		8/29/25	Active	SquareSpace
631	prisonplanet.com	com	12	3	Active		6/14/25	Active	SquareSpace
633	sharebannedvideos.com	com	17	3	Active		8/25/25	Active	SquareSpace
634	summit.store	store	6	3	Active		6/5/25	Active	SquareSpace
644	memeworld.news	news	9	3	Active		7/15/25	Active	SquareSpace
572	ifw.io	io	3	3	Active	0 years, 0 months	10/1/27	Active	NameCheap
611	prisonplanet.tv	tv	12	3	Active	-	3/4/25	Active	Register.com
560	79days.news	news	6	3	Active	0 years, 0 months	11/4/25	Active	CloudFlare
561	banthis.tv	tv	7	3	Active	-	8/26/25	Active	CloudFlare
562	conspiracyfact.info	info	14	3	Active	0 years, 9 months	11/1/25	Active	CloudFlare
563	freeworldnews.tv	tv	13	3	Active	-	5/19/25	Active	CloudFlare
566	madmaxworld.tv	tv	11	3	Active	-	3/6/25	Active	CloudFlare
567	newsmakers.store	store	10	3	Active	0 years, 0 months	10/30/25	Active	CloudFlare
568	summitnews.store	store	10	3	Active	0 years, 0 months	10/30/25	Active	CloudFlare
571	americanelection.news	news	16	3	Active	0 years, 0 months	2/2/25	Active	CloudFlare

<sup>&</sup>quot;Pending" indicates recently expired domains that may remain renewable or domains expiring soon.

Reference #		TLD	Length	Lot	Registrar Status	Age	Expiration Expiration Status	
2	2020electioncenter.com	com	18	3	Status TBD	4 years, 0 months	8/25/25 Active	Epik
19	cantcensortruth.com	com	15	3	Status TBD	4 years, 0 months	8/25/25 Active	Epik
24	civilwarishere.com	com	14	3	Status TBD	5 years, 0 months	8/6/25 Active	Epik
30	cuckdorsey.com	com	10	3	Status TBD	4 years, 0 months	8/26/25 Active	Epik
35	derpstate.news	news	9	3	Status TBD	0 years, 0 months	7/24/25 Active	Epik
52	forbiddeninformation.org	org	20	3	Status TBD	4 years, 0 months	8/26/25 Active	Epik
53	fortressview.com	com	12	3	Status TBD	4 years, 1 months	7/26/25 Active	Epik
77 78	infoambush.com	com	10	3	Status TBD	18 years, 1 months	7/26/25 Active	Epik
76 81	infoambush.net	net com	10 11	3	Status TBD Status TBD	18 years, 1 months	7/26/25 Active 7/26/25 Active	Epik Epik
82	infodriveby.com infodriveby.net	net	11	3	Status TBD	18 years, 1 months 18 years, 1 months	7/26/25 Active	Epik Epik
107	martiallaw911.info	info	13	3	Status TBD	0 years, 1 months	7/23/25 Active	Epik
143	real360win.com	com	10	3	Status TBD	0 years, 2 months	6/17/25 Active	Epik
152	starthavingkids.com	com	15	3	Status TBD	1 years, 1 months	7/24/25 Active	Epik
163	themostbanned.com	com	13	3	Status TBD	4 years, 0 months	8/26/25 Active	Epik
173	universitywars.com	com	14	3	Status TBD	6 years, 0 months	8/7/25 Active	Epik
114	myprivacyshop.com	com	13	3	Status TBD	3 years, 7 months	1/11/25 Active	GoDaddy
178	agendabasedthinking.com	com	19	3	Status TBD	5 years, 9 months	11/9/24 Pending	GoDaddy
186	clarityshot.com	com	11	3	Status TBD	10 years, 9 months	11/13/24 Pending	GoDaddy
189	fluoridecleanse.com	com	15	3	Status TBD	10 years, 9 months	11/13/24 Pending	GoDaddy
190	fluorideshield.com	com	14	3	Status TBD	10 years, 9 months	11/13/24 Pending	GoDaddy
191	getrightside.com	com	12	3	Status TBD	0 years, 7 months	1/3/25 Active	GoDaddy
224	silverbulletcolloidalsilver.com	com	27	3	Status TBD	10 years, 9 months	11/13/24 Pending	GoDaddy
262	americasmasher.com	com	14	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
270	asiawars.com	com	8	3	Status TBD	6 years, 0 months	8/12/25 Active	Name
286	championoftyranny.com	com	17	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
311	enemiesoftherepublic.com	com	20	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
312	evilcities.com	com	10	3	Status TBD	15 years, 1 months	7/16/25 Active	Name
313	evilisloose.com	com	11	3	Status TBD	14 years, 3 months	5/27/25 Active	Name
321	gangstagov.com	com	10	3	Status TBD	15 years, 2 months	6/16/25 Active	Name
325	gangsterincheif.com	com	15	3	Status TBD	15 years, 2 months	6/16/25 Active	Name
326	gangsterinchief.com	com	15	3	Status TBD	15 years, 2 months	6/16/25 Active	Name
328	gansterinchief.com	com	14	3	Status TBD	15 years, 2 months	6/16/25 Active	Name
329	georgewashingtonposse.com	com	21	3	Status TBD	11 years, 0 months	8/20/25 Active	Name
330	georgewashingtonsposse.com	com	22	3	Status TBD	11 years, 0 months	8/20/25 Active	Name
335	goodguyswithguns.com	com	16	3	Status TBD	12 years, 1 months	7/20/25 Active	Name
336	goodguyswithguns.info	info	16	3	Status TBD	12 years, 1 months	7/20/25 Active	Name
337	goodguyswithguns.net	net	16	3	Status TBD	12 years, 1 months	7/20/25 Active	Name
338	goodguyswithguns.org	org	16	3	Status TBD	12 years, 1 months	7/20/25 Active	Name
344	humanpreservationsystem.org	org	23	3	Status TBD	11 years, 8 months	12/6/24 Active	Name
345	iamwithgeorgewashington.com	com	23	3	Status TBD	11 years, 0 months	8/20/25 Active	Name
346	ickenomics.com	com	10	3	Status TBD Status TBD	11 years, 0 months	8/18/25 Active	Name
347 348	ickonomics.com	com	10 22	3	Status TBD	11 years, 0 months	8/18/25 Active 8/20/25 Active	Name Name
346 417	imwithgeorgewashington.com newworldorder4zombies.com	com	21	3	Status TBD	11 years, 0 months 14 years, 0 months	8/25/25 Active	Name
418	newworldorder4zonibles.com	com	23	3	Status TBD	14 years, 0 months	8/25/25 Active	Name
420	newworldorderzombies.com	com	20	3	Status TBD	14 years, 0 months	8/25/25 Active	Name
444	poweredbytruth.net	net	14	3	Status TBD	11 years, 0 months	8/14/25 Active	Name
445	printtwopoint0.com	com	14	3	Status TBD	12 years, 0 months	8/3/25 Active	Name
453	radioviewer.com	com	11	3	Status TBD	10 years, 0 months	8/4/25 Active	Name
454	radioviewers.com	com	12	3	Status TBD	10 years, 0 months	8/4/25 Active	Name
457	redbloodparty.com	com	13	3	Status TBD	11 years, 0 months	8/16/25 Active	Name
459	republicdestroyer.com	com	17	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
460	republickiller.com	com	14	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
461	republicsfall.com	com	13	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
462	republicslaststand.com	com	18	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
468	riseandfallofthenwo.com	com	19	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
485	theendofus.com	com	10	3	Status TBD	13 years, 2 months	6/26/25 Active	Name
487	theinfopimp.net	net	11	3	Status TBD	15 years, 0 months	8/10/25 Active	Name
513	twofacedobama.com	com	13	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
514	twofaceobama.com	com	12	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
515	tyrannyschampion.com	com	16	3	Status TBD	15 years, 2 months	6/28/25 Active	Name
535	wasselhoff.com	com	10	3	Status TBD	11 years, 2 months	6/28/25 Active	Name
548	wearewithgeorgewashington.com	com	25	3	Status TBD	11 years, 0 months	8/20/25 Active	Name
549	werewithgeorgewashington.com	com	24	3	Status TBD	11 years, 0 months	8/20/25 Active	Name
550	whatisendgame.com	com	13	3	Status TBD	17 years, 0 months	8/8/25 Active	Name
551	whatisendgame.net	net	13	3	Status TBD	17 years, 0 months	8/8/25 Active	Name
552	whatisendgame.org	org	13	3	Status TBD	17 years, 0 months	8/8/25 Active	Name
553	whatistheendgame.com	com	16	3	Status TBD	17 years, 0 months	8/8/25 Active	Name
554	whatistheendgame.net	net	16	3	Status TBD	17 years, 0 months	8/8/25 Active	Name
555	whatistheendgame.org	org	16	3	Status TBD	17 years, 0 months	8/8/25 Active	Name

<sup>\*\*\*</sup> We believe these domains to be owned by FSS but have not been found in their registrar accounts; buyer to purchase under this status unless updated.\*\*\*

<sup>&</sup>quot;Pending" indicates recently expired domains that may remain renewable or domains expiring soon.

**FSS Podcast Sites** 

#### Brand/Name Promoted Podcast/Broadcast Site

Sale includes right, title and interest to FSS podcast accounts; ThreeSixty and the Trustee will use its best efforts to obtain access credentials to active accounts which we believe to include the following.

InfoWars Spreaker: https://www.spreaker.com/podcast/the-alex-jones-show-infowars-com--5039062

InfoWars Spreaker: https://www.spreaker.com/podcast/infowars-hourly-updates--5905490 Spreaker: https://www.spreaker.com/podcast/infowars-com-freedom-nuggets--1460712

Infowars iHeart Radio: https://www.iheart.com/podcast/53-infowars-hourly-updates-118517866/

Infowars Castbox: https://castbox.fm/channel/The-Alex-Jones-Show---Infowars.com-id4697438?country=us Infowars Castbox: https://castbox.fm/channel/Infowars-Hourly-Video-Podcast-id5100714?country=us

Infowars Deezer: https://www.deezer.com/us/show/3457812 Infowars Deezer: https://www.deezer.com/us/show/1000069265

InfowarsPodcast Addict: https://podcastaddict.com/podcast/infowarscom-freedom-nuggets/5160125InfowarsPodchaser: https://www.podchaser.com/podcasts/the-alex-jones-show-infowarsco-3991858InfowarsPodchaser: https://www.podchaser.com/podcasts/infowars-hourly-updates-5390012

InfowarsJioSaavn: https://www.jiosaavn.com/shows/infowars-hourly-updates/1/Qya-7VW7wUE\_InfowarsJioSaavn: https://www.jiosaavn.com/shows/alex-jones-show-infowars.com/1/ZcrxZRZKrGM\_InfowarsApple: https://podcasts.apple.com/us/podcast/infowars-hourly-video-podcast/id1728591628

2020 Election CountdownSpreaker: https://www.spreaker.com/podcast/election-countdown--45577472020 Election CountdowniHeart Radio: https://www.iheart.com/podcast/966-election-countdown-72161971/2020 Election CountdownCastbox: https://castbox.fm/channel/Election-Countdown-id3349145?country=us

2020 Election Countdown Deezer: https://www.deezer.com/us/show/1683472

2020 Election Countdown
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Banned.Video Deezer: https://www.deezer.com/us/show/603222

Banned Video Podcast Addict: https://podcastaddict.com/podcast/bannedvideo-live/2453429 Banned.Video Podchaser: https://www.podchaser.com/podcasts/bannedvideo-live-1014820 JioSaavn: https://www.jiosaavn.com/shows/banned.video-live/1/ZEBcuw1Hp-w\_ Banned.Video Sunday Night Live Spreaker: https://www.spreaker.com/podcast/sunday-night-live--4735003 Sunday Night Live Castbox: https://castbox.fm/channel/Sunday-Night-Live-id5721283?country=us Sunday Night Live Podcast Addict: https://podcastaddict.com/podcast/infowars-hourly-updates/4530351 The American Journal Spreaker: https://www.spreaker.com/podcast/the-american-journal--4723388 The American Journal iHeart Radio: https://www.iheart.com/podcast/966-the-american-journal-76474035/ The American Journal Podchaser: https://www.podchaser.com/podcasts/the-american-journal-1574203 The American Journal Castbox: https://castbox.fm/channel/The-American-Journal-id4545706?country=us

The American Journal Podchaser: https://www.podchaser.com/podcasts/the-american-journal-1574203
The War Room TuneIn: https://tunein.com/radio/WarRoom-p1030575/
The War Room Spreaker: https://www.spreaker.com/show/warroom

The War Room iHeartRadio: https://www.iheart.com/podcast/966-war-room-29787300/

The War Room Castbox: https://castbox.fm/channel/id2382114
The War Room Deezer: https://www.deezer.com/show/541122
The War Room Podcast Addict: http://podplayer.net/?podld=2448315

The War Room Podchaser: https://www.podchaser.com/podcasts/war-room-557018
The War Room JioSaavn: https://www.jiosaavn.com/shows/War-Room/1/6kuN6TngSmQ

Owen Shroyer Spreaker: https://www.spreaker.com/podcast/infowars-30-minutes-with-owen-shroyer--6108620

Ron Gibson Podcast Addict: https://podcastaddict.com/podcast/rongibsonchannel/4251596

Ron Gibson Castbox: https://castbox.fm/channel/Alex-Jones-and-Infowars-Shows-Commercial-Free---

RonGibsonChannel-on-Odysee-id6210618?country=us

Brand/Name Promoted Social Media Site # Followers/Subscribers

Sale includes right, title and interest to FSS social media accounts; ThreeSixty and the Trustee will use its best efforts to obtain access credentials to active accounts which we believe to include the following.

Infowars	X (formerly Twitter): https://x.com/infowars	508k
Infowars	Gab: https://gab.com/INFOWARS	17.8k
Infowars	Minds: https://www.minds.com/Infowars	112k
Infowars	Telegram: https://t.me/infowarslive	29.3k
Infowars	Gettr: https://gettr.com/user/infowars	462.5k
Infowars	Bitclout: https://bitclout.com/u/InfoWars	1.2k
Infowars	Sovren: https://sovren.media/u/infowars/	185
Infowars	Buzzbii: https://www.buzzbii.com/infowars	55
Infowars	YubNub: https://yubnub.social/INFOWARS	20
Infowars	Parler: https://parler.com/profile/infowars/	TBD
Banned.Video	X (formerly Twitter): https://x.com/BANNEDdotVIDEO	9.6k
Banned.Video	Telegram: https://t.me/BANNEDdotVIDEO	7.1k
Banned.Video	Bitchute: https://www.bitchute.com/channel/9c7qJvwx7YQT/	161k
Banned.Video	Gab: https://gab.com/groups/20802	2.6k
Banned.Video	Gettr: https://gettr.com/user/banneddotvideo	37.8k
Banned.Video	Sovren: https://sovren.media/u/freeworldnewstv/	36
Banned.Video	MeWe: https://mewe.com/group/5fd137578124437597a9e23f	TBD
Banned.Video	Bitclout: https://bitclout.com/u/BANNEDdotVIDEO	373
Banned.Video	Buzzbii: https://www.buzzbii.com/BANNEDdotVIDEO	29
Banned.Video	Xephula: https://xephula.com/pages/BANNEDdotVIDEO	9874
The War Room	X (formerly Twitter): https://x.com/WarRoomShow	36.6k
The War Room	Truth Social: https://truthsocial.com/@allidoisowen	14.7k
The War Room	Bitchute: https://www.bitchute.com/channel/9c7qJvwx7YQ1/	25.6k
The War Room	Telegram: https://t.me/Owen_Shroyer	5.6k
The War Room	Minds: https://www.minds.com/WarRoomShow/	2k
The War Room	Gettr: https://gettr.com/user/allidoisowen (Owen Shroyer)	39.9k
The War Room	Sovren: https://sovren.media/u/warroomshow/	55
The War Room	Minds: https://www.minds.com/allidoisowen/ (Owen Shroyer)	519
The War Room	Gab: https://www.gab.com/allidoisowen/ (Owen Shroyer)	21.3k
The Answer to 1984 is 1776	Instagram: https://www.instagram.com/theanswerto1984is1776/	16.7k

Casse 2222-33355533 Domment 1951/5-110 Ffiled in TIXXSBB om 1112/1085/224 Prage 66/4 of 17/55 FSS Intellectual Property Other Property

### Asset Description

Infowars Production Rights & Materials Newsletter Subscribers (Sendy) E-Commerce Platform (Magento) Product Vendor Contacts SCHEDULE 1.1(a)(ii)

**Personal Property** 

Schedule 1.1(a)(ii)

Asset Tag	Description	ltem	Category	Location
269	Desktop Generic	Desktop	Computer Equipment	Black box
270	Desktop Generic	Desktop	Computer Equipment	Black box
2676	Desktop Generic	Desktop	Computer Equipment	Black box
178	LG Curved Monitor	Monitor	Computer Equipment	Black box
271	LG Curved Monitor	Monitor	Computer Equipment	Black box
29	iMac	Desktop	Computer Equipment	E-Commerce office
30	New iMac	Desktop	Computer Equipment	E-Commerce office
256	iMac	Desktop	Computer Equipment	Production Office
252	LG Curved Monitor	Monitor	Computer Equipment	Production Office
15	iMac	Desktop	Computer Equipment	CS Conference room
653	Server rack	Rack	Computer Equipment	CS server room
657	ProCurve Switch 4208vI	Switch	Computer Equipment	CS server room
7	Lenovo ThinkCentre	All in One pc	Computer Equipment	Customer Service
241	Apple Mac Pro	Desktop	Computer Equipment	Production Office
242	LG Curved Monitor	Monitor	Computer Equipment	Production Office
243	LG Curved Monitor	Monitor	Computer Equipment	Production Office
1	iMac	Desktop	Computer Equipment	E-Commerce
53	iMac	Desktop	Computer Equipment	E-Commerce
2	iMac	Desktop	Computer Equipment	E-Commerce
27	Canon Printer	Large Printer	Computer Equipment	E-Commerce
14	HP DesignJet	Large Printer	Computer Equipment	E-Commerce
40 141	LG Curved Monitor New iMac	Monitor Desktop	Computer Equipment Computer Equipment	E-Commerce Empty office
141	UniFi switch 48	Switch	Computer Equipment	Empty office
18	Lenovo ThinkCentre	All in One pc	Computer Equipment	Facility manager room
19	Lenovo ThinkCentre	All in One pc	Computer Equipment	Facility manager room
20	Lenovo ThinkCentre	All in One pc	Computer Equipment	Facility manager room
21	Lenovo ThinkCentre	All in One pc	Computer Equipment	Facility manager room
26	Desktop Generic	Desktop	Computer Equipment	Facility manager room
148	LG Curved Monitor	Monitor	Computer Equipment	Front waiting room / office
152	LG Curved Monitor	Monitor	Computer Equipment	Front waiting room / office
112	iPad	Tablet	Computer Equipment	Gym
74	PN-V601A LCD Monitor	Monitor	Computer Equipment	Gym / storage
75	PN-V601A LCD Monitor	Monitor	Computer Equipment	Gym / storage
76	PN-V601A LCD Monitor	Monitor	Computer Equipment	Gym / storage
77	PN-V601A LCD Monitor	Monitor	Computer Equipment	Gym / storage
78	PN-V601A LCD Monitor	Monitor	Computer Equipment	Gym / storage
71	Server rack	Rack	Computer Equipment	Gym / storage
50	Lenovo ThinkCentre	All in One pc	Computer Equipment	IT IT
52	Lenovo ThinkCentre	All in One pc	Computer Equipment	IT
55 58	Lenovo ThinkCentre Lenovo ThinkCentre	All in One pc	Computer Equipment	IT IT
59	Lenovo ThinkCentre	All in One pc All in One pc	Computer Equipment Computer Equipment	IT
41	iMac	Desktop	Computer Equipment	IT
47	iMac	Desktop	Computer Equipment	IT
48	iMac	Desktop	Computer Equipment	IT
56	iMac	Desktop	Computer Equipment	IT
57	iMac	Desktop	Computer Equipment	IT
51	MacBook Pro	Laptop	Computer Equipment	IT
46	LG Curved Monitor	Monitor	Computer Equipment	IT
10	Dell Desktop	Desktop	Computer Equipment	Customer Service Office
61	LG Curved Monitor	Monitor	Computer Equipment	Customer Service Office
153	Thinksmart hub	Video conference	Computer Equipment	Small conference room
309	iMac	Desktop	Computer Equipment	Producers room
308	Mac Mini	Desktop	Computer Equipment	Production Break Room
237	LG Curved Monitor	Monitor	Computer Equipment	Security entrance
238	LG Curved Monitor	Monitor	Computer Equipment	Security entrance
8	Dell Desktop	Desktop	Computer Equipment	Customer Service Office
202	Desktop Generic	Desktop	Computer Equipment	Studio B
203	Desktop Generic	Desktop	Computer Equipment	Studio B
161 206	Desktop Generic	Desktop	Computer Equipment	Studio B Studio B
214	Desktop Generic	Desktop	Computer Equipment	
214	iMac iMac	Desktop Desktop	Computer Equipment Computer Equipment	Studio B Studio B
204	iMac	Desktop	Computer Equipment	Studio B
220	PN-V601A LCD Monitor	Monitor	Computer Equipment	Studio B
221	PN-V601A LCD Monitor	Monitor	Computer Equipment	Studio B
222	PN-V601A LCD Monitor	Monitor	Computer Equipment	Studio B
223	PN-V601A LCD Monitor	Monitor	Computer Equipment	Studio B
224	PN-V601A LCD Monitor	Monitor	Computer Equipment	Studio B
325	Desktop Generic	Desktop	Computer Equipment	Studio C
315	Desktop Generic	Desktop	Computer Equipment	Studio C
332	Desktop Generic	Desktop	Computer Equipment	Studio C
	PN-V601A LCD Monitor	Monitor	Computer Equipment	Studio C Page 1
				. 480

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Asset Purchase Agreement - Free Speech Systems, LLC

Schedule 1.1(a)(ii)

Asset Tag	Description	Item	Category	Location
801	Dell Precision T3600	AUTOCAD	Computer Equipment	Studio C Server Room
814	Dell Precision T3600	AUTOCAD	Computer Equipment	Studio C Server Room
812	Mac Mini	Desktop	Computer Equipment	Studio C Server Room
813	Mac Mini	Desktop	Computer Equipment	Studio C Server Room
807	Supermicro SuperServer 1029P-MT SYS-1029P-MT	Rack	Computer Equipment	Studio C Server Room
284				Studio C Server Room
	Desktop Generic	Desktop	Computer Equipment	
285	Desktop Generic	Desktop	Computer Equipment	Studio J
277	Desktop Generic	Desktop	Computer Equipment	Studio J
278	Desktop Generic	Desktop	Computer Equipment	Studio J
280	iMac	Desktop	Computer Equipment	Studio J
191	Pixel Plex	Monitor	Computer Equipment	Studio J
	PN-V601A LCD Monitor	Monitor	Computer Equipment	Studio J
297	iMac	Desktop	Computer Equipment	Writers Room
37	Fridge	Break Room	Facilities	Accounting office
39	-			-
	Large TV	TV	Facilities	Accounting office
38	Vacuum	Vacuum	Facilities	Accounting office
33	TV	TV	Facilities	E-Commerce office
6	Fridge	Break Room	Facilities	CS breakroom
4	Coffee Grinder	Coffee grinder	Facilities	CS breakroom
5	Coffee Maker	Coffee maker	Facilities	CS breakroom
13	TV	TV	Facilities	CS Conference room
				Producer's Office
244	Large TV	TV	Facilities	
22	Zebra RF Gun	RF Gun	Facilities	Facility manager room
23	Zebra RF Gun	RF Gun	Facilities	Facility manager room
24	Zebra RF Gun	RF Gun	Facilities	Facility manager room
25	Zebra RF Gun	RF Gun	Facilities	Facility manager room
113	Air compressor	Air compressor	Facilities	Gym
95	Hoist Bench	Gym equipment	Facilities	Gym
96	Hoist Bench	Gym equipment	Facilities	Gym
97	Hoist Bench	Gym equipment	Facilities	Gym
98	Hoist HD-3700	Gym equipment	Facilities	Gym
103	Keiser Biaxial Chest press	Gym equipment	Facilities	Gym
101	Keiser Infinity series	Gym equipment	Facilities	Gym
104	Keiser Leg press	Gym equipment	Facilities	Gym
105	Keiser seated leg curl	Gym equipment	Facilities	Gym
102	Keiser Upper Back		Facilities	
	• •	Gym equipment		Gym
106	Massage table	Gym equipment	Facilities	Gym
	Massage table	Gym equipment	Facilities	Gym
	Punching bag	Gym equipment	Facilities	Gym
	Punching bag	Gym equipment	Facilities	Gym
100	Rouge Echo Bike	Gym equipment	Facilities	Gym
107	RowERG	Gym equipment	Facilities	Gym
93	Squat Rack	Gym equipment	Facilities	Gym
94	Squat Rack	Gym equipment	Facilities	Gym
99	Teeter	Gym equipment	Facilities	Gym
122	Teeter	Gym equipment	Facilities	Gym
92	TF Leg Press	Gym equipment	Facilities	Gym
108	Weight rack with weights 10-60 lbs	Gym equipment	Facilities	Gym
109	Weight rack with weights 65-100lbs	Gym equipment	Facilities	Gym
111	PA System	Speaker	Facilities	Gym
110	TV	TV	Facilities	Gym
70	Ac Unit	AC Unit	Facilities	
				Gym / storage
82	BBQ Pit	BBQ Pit	Facilities	Gym / storage
84	Philips Selecon Studio light	Lights	Facilities	Gym / storage
85	Philips Selecon Studio light	Lights	Facilities	Gym / storage
86	Philips Selecon Studio light	Lights	Facilities	Gym / storage
87	Philips Selecon Studio light	Lights	Facilities	Gym / storage
88	Philips Selecon Studio light	Lights	Facilities	Gym / storage
89	Philips Selecon Studio light	Lights	Facilities	Gym / storage
		-	Facilities	
90	Philips Selecon Studio light	Lights		Gym / storage
91	Philips Selecon Studio light	Lights	Facilities	Gym / storage
73	Electric pallet jack	Pallet jack	Facilities	Gym / storage
72	Pallet jack	Pallet jack	Facilities	Gym / storage
64	Safe	Safe	Facilities	Gym / storage
67	Safe	Safe	Facilities	Gym / storage
65	Safe	Safe	Facilities	Gym / storage
66	Safe	Safe	Facilities	Gym / storage
69	Shipping container	Safe	Facilities	Gym / storage
79	Drone storage case	Storage case	Facilities	Gym / storage
144	Fridge	Break Room	Facilities	Gym Break room
145	Fridge	Break Room	Facilities	Gym Break room
	Fridge	Break Room	Facilities	Gym Break room
146		DI CON NOUTH	i aciiitics	Gym Dieak (UUIII
146		Proak Poom	Encilities	Gum Brook == =
146 147 143	Fridge Euhomy Ice box	Break Room Kitchen	Facilities Facilities	Gym Break room Gym Break room

Schedule 1.1(a)(ii)

Asset Tag	Description	Item	Category	Location
121	Air tower elite	Gym equipment	Facilities	Gym Cold Room
126	Elliptical	Gym equipment	Facilities	Gym Cold Room
118	Resistance Fitness Bike	Gym equipment	Facilities	Gym Cold Room
119	Resistance Fitness Bike	Gym equipment	Facilities	Gym Cold Room
120	Resistance Fitness Bike		Facilities	Gym Cold Room
125	Treadmill	Gym equipment	Facilities	· · · · · · · · · · · · · · · · · · ·
		Gym equipment		Gym Cold Room
123	Trueform trainer	Gym equipment	Facilities	Gym Cold Room
124	Trueform trainer	Gym equipment	Facilities	Gym Cold Room
114	Joovv red light	Lights	Facilities	Gym Cold Room
116	Joovv red light	Lights	Facilities	Gym Cold Room
117	Joovv red light	Lights	Facilities	Gym Cold Room
115	TV	TV	Facilities	Gym Cold Room
140	Large TV	TV	Facilities	Morning Host office
42	Large TV	TV	Facilities	IT
49	Large TV	TV	Facilities	IT
43	Large TV	TV	Facilities	ІТ
60	TV	TV	Facilities	IT
138	Large TV	TV	Facilities	Sales office
11	TV	TV	Facilities	Customer Service Office
62	TV	TV		Customer Service Office
			Facilities	
136	Large TV	TV	Facilities	Afternoon Host office
137	Large TV	TV	Facilities	Afternoon Host office
157	Fridge	Break Room	Facilities	Small conference room
154	TV	TV	Facilities	Small conference room
303	Coffee Maker	Coffee maker	Facilities	Podcast studio
311	TV	TV	Facilities	Producers room
307	Fridge	Break Room	Facilities	Production Break Room
305	Coffee Grinder	Coffee grinder	Facilities	Production Break Room
306	Coffee Maker	Coffee maker	Facilities	Production Break Room
304	Large TV	TV	Facilities	Production Break Room
232	Large TV	TV	Facilities	Production Conference room
236	Safe	Safe	Facilities	Security entrance
9	Large TV	TV	Facilities	Customer Service Office
266	-	Safe	Facilities	Studio J
	Safe			
298	TV	TV	Facilities	Writers Room
17	Cabinet	Cabinet	Office Furniture	Customer Service
28	Cabinet	Cabinet	Office Furniture	Facility manager room
32	Cabinet	Cabinet	Office Furniture	Purchasing office
35	Cabinet	Cabinet	Office Furniture	Accounting office
44	Cabinet	Cabinet	Office Furniture	IΤ
45	Cabinet	Cabinet	Office Furniture	IT
134	Cabinet	Cabinet	Office Furniture	Green screen room
12	Whiteboard	Whiteboard	Office Furniture	CS Conference room
139	Whiteboard	Whiteboard	Office Furniture	Sales office
155	Whiteboard	Whiteboard	Office Furniture	Small conference room
233	Whiteboard	Whiteboard	Office Furniture	Production Conference room
234	Whiteboard	Whiteboard	Office Furniture	Production Conference room
3	Table	Table	Office Furniture	E-Commerce
16	Conference Table	Table	Office Furniture	CS Conference room
83	Conference Table	Table	Office Furniture	Gym / storage
156	Conference Table	Table	Office Furniture	Small conference room
231	Conference Table	Table	Office Furniture	Production Conference room
135	Cabinet	Cabinet	Office Furniture	Bull pen
208	Cabinet	Cabinet	Office Furniture	Studio B
209	Cabinet	Cabinet	Office Furniture	Studio B
239	Cabinet	Cabinet	Office Furniture	Production Office
312	Cabinet	Cabinet	Office Furniture	Studio C
636	Cabinet	Cabinet	Office Furniture	Studio C
31	Couch	Couch	Office Furniture	E-Commerce office
36	Couch	Couch	Office Furniture	Accounting office
63	Couch	Couch	Office Furniture	Customer Service Office
151	Couch	Couch	Office Furniture	Front waiting room / office
				•
299	Couch	Couch	Office Furniture	Writers Room
34	Desk	Desk	Office Furniture	Accounting office
54	Big White Desk	Desk	Office Furniture	IT
149	Big White Desk	Desk	Office Furniture	Front waiting room / office
150	Big White Desk	Desk	Office Furniture	Front waiting room / office
172	Studio B Desk	Desk	Office Furniture	Studio B
253	Big White Desk	Desk	Office Furniture	Production Office
254	Big White Desk	Desk	Office Furniture	Production Office
255	Big White Desk	Desk	Office Furniture	Production Office
257	Big White Desk	Desk	Office Furniture	Production Office
258	Big White Desk	Desk	Office Furniture	Production Office
259	Big White Desk	Desk	Office Furniture	D 1 1: Off:
233	- 6c 5 con	200	3.mee ranniture	Production Office Page 3

Asset Purchase Agreement - Free Speech Systems, LLC

Schedule 1.1(a)(ii)

Asset Tag	Description	ltem	Category	Location
261	Desk	Desk	Office Furniture	Studio J
265	Desk	Desk	Office Furniture	Studio J
286	Desk	Desk	Office Furniture	Studio J
287	Desk	Desk	Office Furniture	Studio J
302	Desk	Desk	Office Furniture	Podcast studio
310	Desk	Desk	Office Furniture	Producers room
317	Desk	Desk	Office Furniture	Studio C
329	Desk	Desk	Office Furniture	Studio C
334	Desk	Desk	Office Furniture	Studio C
349	Desk	Desk	Office Furniture	Studio C
651	Big White Desk	Desk	Office Furniture	ΙΤ
652	Big White Desk	Desk	Office Furniture	ΙΤ
313	Avcom portable spectrum analyzer	Analyzer	Production Equipment	Studio C
185	Distribution Amplifier Pro Plus	Audio Amplifier	Production Equipment	Studio J
159	AD 22S Audio Delay	Audio Delay	Production Equipment	Studio B
182	AD 22S Audio Delay	Audio Delay	Production Equipment	Studio J
291	AD 22S Audio Delay	Audio Delay	Production Equipment	Studio C
184	Scarlett 18i20	Audio Interface	Production Equipment	Studio J
791	BD600	Broadcast Delay	Production Equipment	Studio C
321	Airtools 6100	BroadcastDelay	Production Equipment	Studio C
322	Airtools 6100	BroadcastDelay	Production Equipment	Studio C
170	Camera with Tripod	Camera	Production Equipment	Studio B
171	Camera with Tripod	Camera	Production Equipment	Studio B
173	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio J
174	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio J
175	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio J
176	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio J
177	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio J
210	Sony Carl Zeiss	Camera	Production Equipment	Studio B
211	Panasonic Camera	Camera	Production Equipment	Studio B
225	Camera with Tripod	Camera	Production Equipment	Studio B
226	Camera with Tripod	Camera	Production Equipment	Studio B
228	Sony Carl Zeiss	Camera	Production Equipment	Studio B
283	Sony Carl Zeiss	Camera	Production Equipment	Studio J
288	Camera crane with Camera	Camera	Production Equipment	Studio J
335	Sony Carl Zeiss	Camera	Production Equipment	Studio C
351	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio C
355	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio C
356	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio C
357	Sony camera with tripod	Camera	Production Equipment	Studio C
361	Camera with Tripod and MD-HX	Camera	Production Equipment	Studio C
	Sony Carl Zeiss	Camera	Production Equipment	Studio C
	Canon Camera	Camera	Production Equipment	E-Commerce
	Sony Carl Zeiss Sony Carl Zeiss	Camera Camera	Production Equipment Production Equipment	Studio J Studio J
196	Sony remote control unit	Camera controller	Production Equipment	Studio B
207	DJI Ronin M	Camera controller	Production Equipment	Studio B
260	Sony remote control unit	Camera controller	Production Equipment	Studio J
276	NovaStar LED digital video display	Camera controller	Production Equipment	Studio J
331	Sony remote control unit	Camera controller	Production Equipment	Studio C
183	6200 DAB	Digital Audio Broadcast Processor	Production Equipment	Studio J
320	6200 DAB	Digital Audio Broadcast Processor	Production Equipment	Studio C
811	Optimod 6200 DAB	Digital Audio Broadcast Processor	Production Equipment	Studio C Server Room
68	Drone	Drone	Production Equipment	Gym / storage
187	NC1 I/O	Input Output Module	Production Equipment	Studio J
188	NC1 I/O	Input Output Module	Production Equipment	Studio J
314	NC1 I/O	Input Output Module	Production Equipment	Studio C
127	Socanland Light	Lights	Production Equipment	Green screen room
128	Socanland Light	Lights	Production Equipment	Green screen room
131	Socanland Light	Lights	Production Equipment	Green screen room
132	Socanland Light	Lights	Production Equipment	Green screen room
133	Socanland Light	Lights	Production Equipment	Green screen room
212	Socanland Light	Lights	Production Equipment	Studio B
213	Socanland Light	Lights	Production Equipment	Studio B
215	Socanland Light	Lights	Production Equipment	Studio B
229	Socanland Light	Lights	Production Equipment	Studio B
230	Socanland Light	Lights	Production Equipment	Studio B
235	Socanland Light	Lights	Production Equipment	Security entrance
240	Socanland Light	Lights	Production Equipment	Studio B
336	Socanland Light	Lights	Production Equipment	Studio C
337	Socanland Light	Lights	Production Equipment	Studio C
	Socanland Light	Lights	Production Equipment	Studio B
	Socanland Light	Lights	Production Equipment	Studio J
	Socanland Light	Lights	Production Equipment	Studio J Page

Schedule 1.1(a)(ii)

Asset Tag	Description	ltem	Category	Location
	Socanland Light	Lights	Production Equipment	Studio J
	Socanland Light	Lights	Production Equipment	Studio J
	Socanland Light	Lights	Production Equipment	Studio J
	Socanland Light	Lights	Production Equipment	Studio J
	Socanland Light	Lights	Production Equipment	Studio C
	Light	Lights	Production Equipment	Studio J
	Socanland Light	Lights	Production Equipment	Studio C
	Socanland Light	Lights	Production Equipment	Studio B
	•	-		Studio B
	Socanland Light	Lights	Production Equipment Production Equipment	Studio C
	Socanland Light	Lights		
	Socanland Light	Lights	Production Equipment	Studio C
	Socanland Light	Lights	Production Equipment	Studio C
	Socanland Light	Lights	Production Equipment	Studio C
	Socanland Light	Lights	Production Equipment	Studio B
	Socanland Light	Lights	Production Equipment	Studio B
169	The Garnet Microphone	Microphone	Production Equipment	Sound Booth
167	Blade-3	Microphone I/O Network Blade	Production Equipment	Studio B
168	Blade-3	Microphone I/O Network Blade	Production Equipment	Studio B
326	Blade-3	Microphone I/O Network Blade	Production Equipment	Studio C
350	Blade-3	Microphone I/O Network Blade	Production Equipment	Studio C
784	Blade-3	Microphone I/O Network Blade	Production Equipment	Studio C
785	Blade-3	Microphone I/O Network Blade	Production Equipment	Studio C
797	Blade-3	Microphone I/O Network Blade	Production Equipment	Studio C
786	Gibraltar Network	Network Rack	Production Equipment	Studio C
323	Clear-com MS-702	Rack	Production Equipment	Studio C
324	Clear-com HME DX210	Rack	Production Equipment	Studio C
				Studio C Studio C Server Room
338	Evo SNS 16B64TB-2X10C	Rack	Production Equipment	
339	Dell 3930 Rack	Rack	Production Equipment	Studio C Server Room
340	HP ProLiant DL360e Gen 8	Rack	Production Equipment	Studio C Server Room
341	Haivision Encoders	Rack	Production Equipment	Studio C Server Room
342	Evo Server Rack	Rack	Production Equipment	Studio C Server Room
343	Supermicro SuperServer 1029P-MT SYS-1029P-MT	Rack	Production Equipment	Studio C Server Room
344	UC-IRD Receiver Decoder	Rack	Production Equipment	Studio C Server Room
345	Wave Stream Redundancy Controller	Rack	Production Equipment	Studio C Server Room
346	Tanberg E5770	Rack	Production Equipment	Studio C Server Room
347	Tandberg EN5990 Digital Encoder	Rack	Production Equipment	Studio C Server Room
362	Creston AV3	Rack	Production Equipment	Studio C
808	Supermicro SuperServer 1029P-MT SYS-1029P-MT	Rack	Production Equipment	Studio C Server Room
274	Digital radio control	Radio control	Production Equipment	Studio J
792	EW G4	Radio control	Production Equipment	Studio C
794	True Diversity Receiver 500	Receiver	Production Equipment	Studio C
795		Receiver	Production Equipment	Studio C
	True Diversity Receiver 500		• •	
796	True Diversity Receiver 500	Receiver	Production Equipment	Studio C
166	Teranex Mini - SDI Distribution 12G	SDI Distribution	Production Equipment	Studio B
181	Teranex Mini - SDI Distribution 12G	SDI Distribution	Production Equipment	Studio J
289	Teranex Mini - SDI Distribution 12G	SDI Distribution	Production Equipment	Studio C
290	Teranex Mini - SDI Distribution 12G	SDI Distribution	Production Equipment	Studio C
247	Tricaster Server	Server	Production Equipment	Studio B
248	Tricaster Server	Server	Production Equipment	Studio B
292	Behringer x32 Rack	Server	Production Equipment	Studio C
294	Tricaster Server	Server	Production Equipment	Studio C
295	Tricaster Server	Server	Production Equipment	Studio C
296	BlackMagic Atem production switcher	Server	Production Equipment	Studio C
654	Server	Server	Production Equipment	CS server room
655	Server	Server	Production Equipment	CS server room
656	Server	Server	Production Equipment	CS server room
781	IOT/Embedded System	Server	Production Equipment	Studio C
798	Rockford R331	Server	Production Equipment	Studio C
799	Rockford R331	Server	Production Equipment	Studio C
	Server	Server	Production Equipment	CS server room
158	Wheatstone Strata 32	Soundboard	Production Equipment	Studio B
160	ETC	Soundboard	Production Equipment	Studio B
197	Newtek	Soundboard	Production Equipment	Studio B
249	Newtek	Soundboard	Production Equipment	Studio B
273	Newtek	Soundboard	Production Equipment	Studio J
275	ETC	Soundboard	Production Equipment	Studio J
279	Wheatstone Strata 32	Soundboard	Production Equipment	Studio J
319	Wheatstone Strata 32	Soundboard	Production Equipment	Studio C
330	Newtek	Soundboard	Production Equipment	Studio C
787	Access Rack	Stereo	Production Equipment	Studio C
788	Access Rack	Stereo	Production Equipment	Studio C
162	ProSafe GS728TP	Switch	Production Equipment	Studio B
190	Switch 48	Switch	Production Equipment	Studio J
783				

Asset Purchase Agreement - Free Speech Systems, LLC

Schedule 1.1(a)(ii)

Asset Tag	Description	ltem	Category	Location
800	Smart Videohub	Switch	Production Equipment	Studio C Server Room
809	ProCurve Switch 4208vl	Switch	Production Equipment	Studio C Server Room
810	DXS-1210-12SC	Switch	Production Equipment	Studio C Server Room
129	Large TV	TV	Production Equipment	Green screen room
130	Large TV	TV	Production Equipment	Green screen room
198	Large TV	TV	Production Equipment	Studio B
199	Large TV	TV	Production Equipment	Studio B
200	Large TV	TV	Production Equipment	Studio B
201	TV	TV	Production Equipment	Studio B
216	TV	TV	Production Equipment	Studio B
217	Large TV	TV	Production Equipment	Studio B
218	Large TV	TV	Production Equipment	Studio B
219	Large TV	TV	Production Equipment	Studio B
227	Large TV	TV	Production Equipment	Studio B
250	Large TV	TV	Production Equipment	Studio C
251	Large TV	TV	Production Equipment	Studio C
262	Large TV	TV	Production Equipment	Studio J
263	Large TV	TV	Production Equipment	Studio J
264	Large TV	TV	Production Equipment	Studio J
267	TV	TV	Production Equipment	Studio J
268	Large TV	TV	Production Equipment	Studio J
272	Large TV	TV	Production Equipment	Black box
281	Large TV	TV	Production Equipment	Studio J
282	Large TV	TV	Production Equipment	Studio J
300	TV	TV	Production Equipment	Podcast studio
301	TV	TV	Production Equipment	Podcast studio
352	Large TV	TV	Production Equipment	Studio C
353	Large TV	TV	Production Equipment	Studio C
354	Large TV	TV	Production Equipment	Studio C
358	TV	TV	Production Equipment	Studio C
359	TV	TV	Production Equipment	Studio C
360	TV	TV	Production Equipment	Studio C
	Large TV	TV	Production Equipment	Studio J
	Large TV	TV	Production Equipment	Studio J
	Large TV	TV	Production Equipment	Studio J
	Large TV	TV	Production Equipment	Studio J
	Large TV	TV	Production Equipment	Studio J
	Large TV	TV	Production Equipment	Studio J
348	SmartOnline UPS	UPS	Production Equipment	Studio C Server Room
802	GXT4 UPS	UPS	Production Equipment	Studio C Server Room
803	GXT4 UPS	UPS	Production Equipment	Studio C Server Room
804	GXT4 UPS	UPS	Production Equipment	Studio C Server Room
805	GXT4 UPS	UPS	Production Equipment	Studio C Server Room
806	SmartOnline UPS	UPS	Production Equipment	Studio C
163	TalkShow VS-100	Video Broadcaster	Production Equipment	Studio B
164	TalkShow VS-100	Video Broadcaster	Production Equipment	Studio B
165	Smart Videohub 40x40	Video Broadcaster	Production Equipment	Studio B
179	ATEM 1 M/E Production Studio 4k	Video Broadcaster	Production Equipment	Studio J
180	Design Video Assist	Video Broadcaster	Production Equipment	Studio J
186	LU2000	Video Broadcaster	Production Equipment	Studio J
189	TriCaster TC1	Video Broadcaster	Production Equipment	Studio J
192	Ultimatte 12 4k	Video Broadcaster	Production Equipment	Studio C
193	HyperDeck Studio Pro	Video Broadcaster	Production Equipment	Studio C
194	HyperDeck Studio Pro	Video Broadcaster	Production Equipment	Studio C
195	HyperDeck Studio Pro	Video Broadcaster	Production Equipment	Studio C
245	TalkShow VS-100	Video Broadcaster	Production Equipment	Studio B
246	TalkShow VS-100	Video Broadcaster	Production Equipment	Studio B
293	TriCaster TC1	Video Broadcaster	Production Equipment	Studio C
316	TriCaster TC1	Video Broadcaster	Production Equipment	Studio C
318	TriCaster TC1	Video Broadcaster	Production Equipment	Studio B
327	TalkShow VS-100	Video Broadcaster	Production Equipment	Studio C
328	TalkShow VS-100	Video Broadcaster	Production Equipment	Studio C
333	Ultimatte 12 4k	Video Broadcaster	Production Equipment	Studio C
782	KiPro Rack	Video Broadcaster	Production Equipment	Studio C
789	HyperDeck Studio Pro	Video Broadcaster	Production Equipment	Studio J
790	HyperDeck Studio Pro	Video Broadcaster	Production Equipment	Studio C

This is an unaudited list of assets provided by FSS from their asset management system. Items under an estimated \$500 at cost value do not appear on the list.

### SCHEDULE 1.1(a)(iii)

Inventory

### Free Speech Systems LLC Inventory Look Forward as of 11/5/2024



		CURRENT INVENTORY			CURRENT SALES			
	Name	Quantity	Cost	Total Cost	Current Sales Price	Total Sales @ Current Price	Avg Units Sold per Day (f)	Days Inv Remaining
(a)	Books	N/A	N/A	130,186.47	N/A	N/A	N/A	180+
(a)	DVD's & Videos	N/A	N/A	123,150.72	N/A	N/A	N/A	180+
(a)	T-Shirts and Apparel	N/A	N/A	126,014.31	N/A	N/A	N/A	180+
(a)	Misc Other	N/A	N/A	110,044.25	N/A	N/A	N/A	180+
				489,395.75				
(e)	Survival Shield X-3 1 oz. Bottle	28	3.50	98.00	29.95	838.60	265	-
(c)	BodEase	14,040	7.37	103,474.80	48.70	683,748.00	350	40
	The Real Red Pill Plus	715	7.35	5,255.25	79.95	57,164.25	75	10
(c)	Vitamin Mineral Fusion	7,166	8.26	59,191.16	54.95	393,771.70	275	26
	CBD Full Spectrum Tincture	945	29.00	27,405.00	99.95	94,452.75	20	47
	DNA Force Plus	2,105	18.50	38,942.50	89.95	189,344.75	45	47
	Vitamin C With Zinc	6,582	7.65	50,352.30	29.95	197,130.90	100	66
	Survival Shield X-2 - Nascent Iodine	26,730	3.70	98,901.00	29.95	800,563.50	375	71
(d)	Super Concentrated Beet Extract Essence VasoBeet	9,132	3.30	30,135.60	23.95	218,711.40	110	83
(d)	Brain Force Ultra	13,231	8.00	105,848.00	29.97	396,533.07	150	88
(d)	Ultra 12	8,138	5.00	40,690.00	32.95	268,147.10	70	116
(d)	Prebiotic Fiber	18,248	6.96	127,006.08	22.45	409,667.60	40	456
(b)	Alex Jones "Great Reset" Book	3,908	9.76	38,142.08	55.00	214,940.00	6	651
				725,441.77		3,925,013.62		
		TOTALS		1,214,837.52		3,925,013.62		

Product	Annual Units	Manufacture
Nitric Boost	106,000	А, В
X3	58,500	С
Vitamin Mineral Fusion	45,000	A, B
BF Plus	44,000	А, В
X2	42,500	С
Bodease	39,500	A, B
BF Ultra	34,500	C, A
Red Pill Plus	29,500	A, B
Fish Oil	23,500	Α
DNA Force	21,500	A, B
Winter Sun	17,500	С
Ultimate Bone Broth	17,000	A, B
Ultra 12	17,000	С
Down n Out	16,500	C, A
Vasobeet	15,500	С
Α	Vendor A	
В	Vendor B	
С	Vendor C	

<sup>(</sup>a) Numerous inventory items with an aggregate cost of approximately \$500,000. This is slow moving inventory and is not tracked on an item by item basis. It is assumed it will be deeply discounted.

<sup>(</sup>b) FSS has already recovered 100% of the inventory cost through the weekely settlement with Jones. We will not be able to sell the remianing inventory during the liquidation period.

<sup>(</sup>c) Bodese and VMF are popular products with a fast production lead time and have been re-ordered. Inventory in-transit is not included in the quantity disclosed

<sup>(</sup>d) Inventory is slow moving and will be discounted to try and boost sales, but very unlikely that FSS can sell the remaining quantity available for sale and will need to explore other monetization methods.

<sup>(</sup>e) Inventory is no longer available in the FSS Store, the remaining inventory is to cover returns / exchanges.

f) Daily unit sales averages are calcualted based on the 30-days prior to this analysis with the exception of Vitamin Mineral Fusion, Vitamin C and X-2, which are calculated using the actual days in stock

SCHEDULE 1.1(b)(xi)

**Excluded Domain Names** 

Reference#	Domain	TLD	Length	Lot	Registrar Status	Age	Expiration Expiration Stat	us Registrar per FSS
9	alejandrojones.com	com	14	7	Active - Contested	-	10/22/25 Active	Epik
10	alexjonesexposed.org	org	16	7	Active - Contested	4 years, 10 months	10/29/24 Pending	Epik
11	alexjonesplan.com	com	13	7	Active - Contested	-	10/22/25 Active	Epik
12	alexjonesplantosaveamerica.com	com	26	7	Active - Contested	-	10/22/25 Active	Epik
13	alexjoneswasright.news	news	17	7	Active - Contested	0 years, 0 months	2/26/26 Active	Epik
32	defendjones.com	com	11	7	Active - Contested	0 years, 0 months	8/6/25 Active	Epik †† No Registrar Acce
54	freealexjones.com	com	13	7	Active - Contested	4 years, 8 months	12/28/24 Active	Epik
101	jonescrowder.com	com	12	7	Active - Contested	1 years, 0 months	8/7/25 Active	Epik †† No Registrar Acce
L57	theajreport.com	com	11	7	Active - Contested	4 years, 0 months	8/26/25 Active	Epik †† No Registrar Acce
L87	defendalexjones.com	com	15	7	Active - Contested	5 years, 6 months	2/4/25 Active	GoDaddy
240	alexanderemerickjones.com	com	21	7	Active - Contested	7 years, 5 months	3/2/25 Active	Name
241	alexemericjones.com	com	15	7	Active - Contested	7 years, 5 months	3/1/25 Active	Name
242	alexemerickjones.com	com	16	7	Active - Contested	7 years, 5 months	3/1/25 Active	Name
243	alexjones.net	net	9	7	Active - Contested	24 years, 0 months	8/26/25 Active	Name
244	alexjones.org	org	9	7	Active - Contested	24 years, 0 months	8/26/25 Active	Name
245	alexjonesbroadcasting.com	com	21	7	Active - Contested	16 years, 11 months	8/31/24 Pending	Name †† No Registrar Acc
246	alexjonesbroadcasting.net	net	21	7	Active - Contested	16 years, 11 months	8/31/24 Pending	Name †† No Registrar Ac
247	alexjonesbroadcasting.org	org	21	7	Active - Contested	16 years, 11 months	8/31/24 Pending	Name †† No Registrar Ac
248	alexjonescoffee.com	com	15	7	Active - Contested	12 years, 0 months	8/3/25 Active	Name
249	alexjonesinvestigates.com	com	21	7	Active - Contested	12 years, 5 months	3/28/25 Active	Name
250	alexjonesinvestigations.com	com	23	7	Active - Contested	12 years, 5 months	3/28/25 Active	Name
251	alexjonesmobile.mobi	mobi	15	7	Active - Contested	-	8/31/24 Pending	Name †† No Registrar Acce
252	alexjonesradio.com	com	14	7	Active - Contested	16 years, 11 months	8/31/25 Active	Name †† No Registrar Acce
253	alexjonesradio.net	net	14	7	Active - Contested	16 years, 11 months	8/31/24 Pending	Name †† No Registrar Acce
254	alexjonesradio.org	org	14	7	Active - Contested	16 years, 11 months	8/31/24 Pending	Name †† No Registrar Acce
255	alexjonesshow.com	com	13	7	Active - Contested	16 years, 11 months	8/31/25 Active	Name
256	alexjonesshow.net	net	13	7	Active - Contested	16 years, 11 months	8/31/25 Active	Name
257	alexjonesshow.org	org	13	7	Active - Contested	16 years, 11 months	8/31/25 Active	Name †† No Registrar Acc
258	alexjoneswakeupamerica.com	com	22	7	Active - Contested	12 years, 0 months	8/2/25 Active	Name .
259	alexjoneswakeupamerica.net	net	22	7	Active Contested	12 years, 0 months	8/2/25 Active	Name
287	charlottejones.org	org	14	7	Active - Contested	16 years, 11 months	8/31/25 Active	Name
288	charlottejones.us	us	14	7	Active - Contested	23 years, 11 months	8/30/25 Active	Name
298	deplorablejones.com	com	15	7	Active - Contested	7 years, 11 months	9/12/25 Active	Name †† No Registrar Acc
103	jonesbroadcasting.net	net	17	7	Active - Contested	16 years, 11 months	8/31/24 Pending	Name †† No Registrar Acc
104	jonesbroadcasting.org	org	17	7	Active - Contested	16 years, 11 months	8/31/24 Pending	Name †† No Registrar Ac
106	jonesnewsnetwork.com	com	16	7	Active - Contested	16 years, 1 months	7/8/25 Active	Name †† No Registrar Ac
164	rexjones.info	info	8	7	Active - Contested	16 years, 11 months	8/31/25 Active	Name
165	rexjones.org	org	8	7	Active - Contested	16 years, 11 months	8/31/25 Active	Name
466	rexjones.us	us	8	7	Active - Contested	23 years, 11 months	8/30/25 Active	Name

 $<sup>{}^{\</sup>star}\text{Note: Information provided is based on third party sources deemed reliable; however, subject to change and buyer diligence.}$ 

 $<sup>\</sup>hbox{``Pending'' indicates recently expired domains that may remain renewable or domains expiring soon.}$